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## Donor Agreement



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Donor, \_\_\_\_\_, and the Academy of Nutrition and Dietetics Foundation (“Academy Foundation”), a charitable corporation organized in accordance with Section 501(c)(3) of the Internal Revenue Code with the mission of promoting the nutritional health of the public through research, education and public awareness, hereby confirm Donor’s gift to Academy Foundation. . The terms of the gift, and the Academy Foundation’s receipt and handling thereof, shall be as follows:

1. The amount (or appraised value) of the present gift shall be \$\_\_\_\_\_.
  2. The Academy Foundation provides three types of funding programs to which Donor may contribute. The gift shall be of the following type (check one):
    - UNRESTRICTED GIFT**  
Unrestricted gifts are those funds that the Academy Foundation may use in any way it chooses to support the mission and vision of the Academy Foundation, including the payment of administrative costs and expenses incurred by the grant making and fundraising activities of the Academy Foundation.
    - TEMPORARILY RESTRICTED GIFT**  
Temporarily restricted gifts are those funds that are not perpetual in duration and are intended to be totally expended for a specific purpose over some period of time. A temporarily restricted fund must be funded with at least \$25,000.
    - ENDOWMENT, or PERMANENTLY RESTRICTED GIFT**  
Endowments, or permanently restricted gifts, are those funds for which the principal may not be expended. Only the income generated from the principal in the form of interest or investment income is available for release. The minimum to establish a named endowment or permanently restricted fund is \$100,000; and funds that fail to maintain this \$100,000 minimum balance during a reasonable period of time may be reclassified as a temporarily restricted fund in which both principal and available balances may be expended.
  3. Donor may add to the fund in future years under the terms set forth herein. If other than cash, Donor acknowledges that the Academy Foundation may convert the gift to cash and use the proceeds in accordance with this Agreement.
  4. For all named funds, the establishment of the fund and acceptance of the gift are subject to approval by the Academy Foundation Board of Directors and the development of criteria in accordance with Donor’s specifications for fund use.
  5. Donor acknowledges that each named fund will be charged an administrative fee, notwithstanding any restrictions imposed upon it, which will be utilized for operational expenses of the Academy Foundation. The administrative fee is applied as defined by the Foundation policies and approved by the Foundation Board of Directors.
  6. Donor may impose restrictions on the gift and may specify that the fund be used for defined purposes, such as giving of awards, granting scholarships or fellowships, promoting education
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programs, research or for other special projects. Any such restrictions and specifications shall be set forth on Exhibit A to this Agreement. Donor acknowledges that the Academy Foundation shall have the discretion to act, and to resolve any ambiguities or issues, in accordance with the intent of those criteria and specifications.

7. Unless otherwise specified in Donor's restrictions in Exhibit A, Donor acknowledges that any income, including interest or realized gains of any kind, earned on the principal of the gift in any given year in excess of the amount necessary to satisfy the restrictions shall be maintained as available funds, shall not be returned to principal, and may be used for expenses incurred in support of the gift, as long as the purpose of the gift is honored and not disregarded.
8. Depending upon the nature of the gift, Donor may be required to support the establishment of the gift with an initial payment to be used for such expenses as are necessary to set up the gift. The amount of that payment shall be mutually agreed between Donor and the Academy Foundation.
9. All funds from Donor are invested according to the Academy Foundation Investment Policy. If the amount of income generated in any year is inadequate to make such distribution as may be called for or required under the terms of the gift, the Academy Foundation may withhold payment for that year and permit the income to grow until such time as the purpose may be satisfied, unless Donor in such years shall in Donor's discretion make additional payments to the available balance to supplement the gift.
10. Donor acknowledges that at some point in the future, by virtue of economic events and circumstances or other unforeseen occurrences, the corpus of the gift may become insufficient to accomplish the purpose specified for the gift, or ongoing funding of the gift as required by this Agreement may cease. In such event, the Academy Foundation will contact the donor or donor representative, if applicable, to gain permission to utilize the remaining balance of the fund. If other uses for the Fund maybe appropriate within the Academy Foundation, this option also may be shared with the Donor, or Donor representative if they are available.
11. If events should occur, or circumstances change, in a way that renders it impossible for the Academy Foundation to comply with the purpose or restrictions of the gift, Donor acknowledges and agrees that the Academy Foundation shall have discretion to discuss with the Donor to determine other alternatives for distributing the fund that approximate the purpose and intent of the gift. For example, this would occur if criteria cannot be met due to insufficient resource or if no applicants meet the criteria over an extended period of time. If no such alternatives can be found, Academy Foundation shall have the discretion to expend or award the remaining amounts as it sees fit, and even to treat the gift as unrestricted.
12. Donor and Academy Foundation shall work together to ensure that Donor's gift is properly administered in accordance with Donor's intent. Academy Foundation shall advise Donor as to any circumstances that may affect the size of the fund created by the gift and as to any steps that Donor might take to preserve the fund in case of adverse occurrences.

Dated: \_\_\_\_\_ (Donor) \_\_\_\_\_

By: Academy of Nutrition And Dietetics Foundation \_\_\_\_\_

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