



**ASIAN
PACIFIC
FUND**

A Community Foundation

**ASIAN PACIFIC FUND
DONOR-ADVISED FUND AGREEMENT**

This Donor-Advised Fund Agreement is made between _____
_____(Donors) and the Asian Pacific Fund (the Foundation), a California nonprofit public benefit corporation recognized by the Internal Revenue Service as exempt from tax under Section 501(c)(3) of the Internal Revenue Code (IRC) and classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi). Donors and the Foundation agree as follows:

- 1. Initial Contribution.** Donors hereby irrevocably give to the Foundation, as a charitable contribution, all of Donors' right, title, and interest in the assets described on Schedule A attached hereto.
- 2. Charitable Purposes.** The contribution described above shall be an unrestricted gift, to be used by the Foundation for its charitable purposes as stated in its Articles of Incorporation, as they may be amended in the future.
- 3. The Fund.** The Foundation shall establish a permanent fund on its books, to be known as the _____ Donor-Advised Fund (the Fund). The Fund shall consist of this initial contribution, any additional contributions, which are directed to the Fund, and any earnings from the investment of the assets of the Fund.
- 4. Foundation Control and Discretion.** The Fund is the property of the Foundation, and Donors acknowledge that the Foundation has ultimate control, authority, and discretion with regard to the assets of the Fund. Distributions from the Fund shall be made at such times, in such amounts, in such ways, and for such purposes as the Foundation shall determine in its sole and independent discretion. It is also the understanding of Donors and the Foundation that Donors cannot recommend grants from that portion of the Fund which remains invested in privately held stock until such time as it is liquidated. The Foundation has the right to commingle the assets in the Fund with other assets of the Foundation, and has complete investment power over the assets in the Fund.
- 5. Donor Recommendations.** Any donors may submit written recommendations to the Foundation from time to time regarding distributions from the Fund, which are advisory and not binding upon the Foundation. The Foundation has the sole and absolute discretion to accept, decline, or modify the distributions recommended by Donors. The Donors may not cause the Foundation to make or not make any particular distribution from the Fund. The right to advise the Foundation regarding distributions shall not survive the Donors named in this agreement. Should the Donors fail over a period of three years to make a recommendation regarding distributions, or upon the death or incapacity of all Donors, the Foundation shall use the funds to benefit charitable organizations as it deems appropriate.

- 6. **Donor Identification.** Unless otherwise stated in Donors' written recommendation, a distribution from the Fund shall be identified as being from the "_____ Donor-Advised Fund of the Asian Pacific Fund." Donors shall not represent to anyone that a distribution is a gift of the Donors' own property.
- 7. **No Return Benefits.** Neither Donors nor any other person may receive any tangible benefit or privilege in return for a distribution from the Fund. No distribution from the Fund may be used to discharge or satisfy anyone's personal obligation or pledge.
- 8. **Administrative Fee.** The Foundation shall charge an annual administrative fee. The current fees are set forth in Exhibit B, and may change from time to time as the Foundation Board of Directors deems appropriate. Additional fees or expenses may be assessed against the assets in the Fund for services rendered to the Fund by third parties, including investment services provided by investment managers or brokers.
- 9. **Reports.** The Foundation shall provide the Donors with no less than an annual report, setting forth the year-end value of the assets in the Fund and the receipts and disbursements of the Fund.
- 10. **Entire Agreement; Amendment; Governing Law.** This Agreement supersedes any prior understandings between the parties, and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties; provided that the Foundation is authorized to amend this Agreement to ensure the qualification of the Foundation as a tax-exempt public charity and the qualification of the Fund as a component fund . This Agreement shall be governed by California law.

IN WITNESS WHEREOF, the parties hereby execute this Donor-Advised Fund Agreement as of _____, 20____.

Date

Date

ASIAN PACIFIC FUND

By: _____

Its: President and Executive Director

Date:

SCHEDULE A

Description of Contribution

_____ as an expendable portion of this donor advised fund.

EXHIBIT B

FEES

Annual administrative fee (assessed quarterly)

The first \$25 Million	1.00%
Assets between \$25-\$50 Million	0.75%
Assets over \$50 Million	0.50%

Minimum fee is \$100.

Annual investment management fees:

Pursuant to the Foundation's Bylaws, the Board of Directors shall choose the Foundation's financial institution. The financial institution charges the Foundation investment management fees that may vary from year to year. As is customary in the industry, these investment management fees will then be passed on to the Fund.

There is no set-up fee to establish this Fund.

There are no transaction fees for grant distributions and no limit on the number of grant transactions.

If special services and/or ongoing staff support are requested, an additional fee may be added after discussion with the Donors.