

ADA FOUNDATION DONOR AGREEMENT

Donor, _____, and the American Dietetic Association Foundation (“ADAF”, or “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 Foundation. . The terms of the gift, and ADAF’s receipt and handling thereof, shall be as follows:

1. The amount (or appraised value) of the present gift shall be \$_____.
2. The 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 ADAF may use in any way it chooses to support the mission and vision of the Foundation, including the payment of administrative costs and expenses incurred by the grantmaking and fundraising activities of the 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 \$50,000 (plus administrative fees); and funds that fail to maintain this \$50,000 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 ADAF 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 ADAF 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 of 10% of the amount awarded at the time of disbursement, and an annual fee of .4%, based on the total balance of the fund. For gifts made to the General Scholarship, Research or Public Education Funds, ten percent (10%) of the amount of the gift, notwithstanding any restrictions imposed upon it, will be utilized for the payment of the administrative costs and expenses of the Foundation.
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 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 ADAF 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 ADAF.
9. All funds from Donor are invested according to the ADAF 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 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, Donor agrees that ADAF shall have the discretion to expend or award the remaining amounts, and even to exhaust the principal, provided such discretion is exercised in a manner reasonably consistent with the specified purpose of the gift.
11. If events should occur, or circumstances change, in a way that renders it impossible for ADAF to comply with the purpose or restrictions of the gift, Donor acknowledges and agrees that ADAF shall have discretion to determine other alternatives for distributing the fund that approximate the purpose and intent of the gift. If no such

alternatives can be found, ADAF 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 ADAF shall work together to ensure that Donor's gift is properly administered in accordance with Donor's intent. ADAF 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)

ADA FOUNDATION

By: _____