



Knox County Foundation

Instrument of Transfer

ENTER NAME Fund

Donor Advised Fund

This agreement is made this ____ day of _____, 2020, by DONOR NAME (hereinafter identified as “Donor”) and the Knox County Foundation (hereinafter identified as “Foundation”), to establish a Donor Advised Fund. The Fund, to be known as **ENTER NAME Fund** (hereinafter identified as the “Fund”), will be a donor advised fund subject to the following provisions. It is acknowledged by the Donor that the establishment and administration of the Fund is subject to the resolutions and policies of the Foundation, as amended from time to time, governing donor advised funds.

Purpose of Fund

The Fund is being established by the Donor for the distribution of charitable grants that are consistent with the Foundation’s charitable purpose. The Donor reserves the right to consult with, advise and make recommendations to the Foundation with respect to any distribution from the Fund. The Foundation shall consider and evaluate all donor recommendations, but such advice or recommendations shall be solely advisory. The Foundation will independently determine whether recommendations received are consistent with the Foundation’s charitable purposes and whether to accept or reject recommendations.

Delivery of Irrevocable Gift

Delivery of property to the Fund shall constitute an irrevocable gift to the Foundation upon acceptance by the Foundation. The Fund shall include the property this day received from the Donor. In addition, the Donor and any individual, corporation, or organization may at any time donate property to this Fund, if such property is determined acceptable by the Foundation. The initial gift, and all subsequent gifts, will be subject to the same terms and conditions set forth within this agreement instrument.

The initial gift establishing the Fund is eligible for the Foundation’s “New Philanthropy Program” resulting in an immediate 50% matching grant to the Fund. Per terms of the “New Philanthropy Program” as described in Attachment A, both the initial gift value and the 50% matching grant must remain non-distributable in perpetuity. Subsequent contributions to the Fund will be available in their entirety for charitable distributions, provided they are not matched through the “New Philanthropy Program” or similar programs.

Operation of Fund

Donor understands and acknowledges that the Fund will be administered by the Foundation per the following terms and conditions:

- Distributions from this fund shall never exceed the amount available for distribution as calculated by the Foundation. All, or a portion of the fund balance, may be considered non-distributable depending on restrictions on endowed gifts, match funds or other considerations.



Attachment A
New Philanthropy Program Match

The Donor's initial gift establishing the "ENTER NAME Fund" qualifies for an immediate 50% matching grant from the Foundation's "New Philanthropy Program." The "New Philanthropy Program" will match an eligible gift from an individual (estate gifts are excluded) of at least \$10,000. The maximum match per terms of the current program is \$25,000 per year. Under terms of this program, the donor's initial gift amount in addition to the matching grant must remain non-distributable in perpetuity. Only the income from the corpus of the gift and match is distributable per terms of the agreement.

Subsequent contributions are not eligible for matching unless the Foundation is still providing the "New Philanthropy Program" or similar program at the date of gift. If the "New Philanthropy Program" or similar incentive programs remain available for subsequent gifts, the gift must still be eligible per the terms of the program to receive any matching grant.