Terms and Conditions

I agree to establish a Donor Advised Fund account, to be held and administered by World Vision, under the following terms and conditions:

1. A fund will be established on the books of World Vision to be known as the ____________ FUND (the “Fund”).

2. The Fund will include such property as, from time to time, may be transferred to World Vision by the Donor for inclusion in the Fund, such property as, from time to time, may be received by World Vision from any other source and accepted by it for inclusion in the Fund, and all income and other proceeds of the Fund.

3. The Fund will be the property of World Vision and held by it in its corporate capacity; it will not be deemed a trust fund held by World Vision in a fiduciary capacity; and it may be commingled with other funds held by World Vision for similar purposes. World Vision in its corporate capacity will have ultimate authority and control over all property in the Fund, including any income earned by the Fund.

4. Distributions from the Fund may be made exclusively for charitable purposes, within the meaning of Section 501(c)(3) and 170(b)(1)(A) of the Internal Revenue Code (the “Code”) that are consistent with the criteria set forth in World Vision’s Grant Recommendation Guidelines. At least 10% of the total distributions from the Fund must be directed to World Vision for its own programs.

5. Management and investment costs will be charged to the Fund, including expenses incurred by World Vision to liquidate assets, such as legal, travel and property maintenance costs. Currently, this fee is .60% for accounts up to $500,000 and will be deducted from the fund quarterly. (See full fee schedule.)

6. The Board of Directors of World Vision shall designate distributions from the Fund of principal and income within the limitations provided for in Paragraph 4 above and according to the following Grant Recommendation Guidelines:

   Grant recommendations are non-binding and subject to review and approval by World Vision. Grant recommendations to bona fide IRC 501(c)(3) charitable organizations will generally be approved, unless the purpose, programs or practices of the recipient organization are contrary to the Christian ethos and core values of World Vision. Examples of charitable organizations and activities that World Vision would consider contrary to its Christian ethos and core values include: (a) organizations that do not adhere to legal and ethical standards regarding fund raising operations and practices; (b) organizations that do not practice responsible stewardship of resources; (c) activities and organizations that intentionally propagate or proselytize for a non-Christian faith or degrade the Christian religion; (d) organizations that undermine the value of God’s creation, including persons, communities, and nature; and (e) organizations whose activities would engender undue controversy and divisiveness within World Vision’s donor community.

7. The Board of Directors will consider several criteria in determining the amount and timing of such distributions, with special weight given to donor advisory requests. Other criteria include recommendations from the Board and independent investigation by World Vision staff evaluating the
donor advisory requests to ensure that they are consistent with the needs and programs most deserving of support by World Vision. Should the Fund become inactive for a period of five years or more, any balance remaining in the Fund may be withdrawn by World Vision for its general purposes.

8. Recommendations for distributions from the Fund may be made by the Donor or a designated representative of the Donor, from time to time, through this secured portal or in writing (e-mail or facsimile is acceptable). It is agreed and understood that (a) the final discretion as to the use of the Fund principal and income shall be that of the World Vision Board of Directors; and (b) if no recommendation upon death has been made, any assets remaining in the Fund at the death of the Donor will be withdrawn at the sole discretion of World Vision and used for its general purposes.

9. It is intended that the Fund be an integral part of World Vision and not a separate trust. Nothing in this Agreement shall affect the status of World Vision as an organization described in Section 501(c)(3) of the Code. It is the express intention of World Vision that the Fund be organized and operated to comply with Section 1.170A-9(e) (10-13) of the Treasury Regulations. This Agreement shall be interpreted accordingly and so as to conform to the requirements of federal tax law and any regulations issued pursuant thereto. World Vision is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention.