



Igniting social change. Advancing social justice.

DONOR-IN-MOVEMENT FUND AGREEMENT

This Donor-in-Movement Fund Agreement (the "Agreement"), is made and entered into this ____ day of _____, _____, by and between _____ (the "Donor") and the McKenzie River Gathering Foundation ("MRG") to advance social, racial, economic and environmental justice and transformational change.

MRG Foundation believes that the root cause of injustice is the consolidation of wealth, power, and social control among a small group of people who protect their power by using systems of oppression and privilege to control other people and the natural environment. Our Donor-In-Movement Program and this Agreement have been intentionally designed to break down the consolidation of wealth and power as well as move investments into our movement for justice.

The terms of this Agreement are subject to approval by Executive Director or Development Director of MRG and acceptance of the Donor's gift described herein. The date of signature by the Executive Director or Development Director of MRG shall be the effective date of this Agreement.

Please review, sign, and return this contract to Dena Zaldúa at dena@mrgf.org.

Recitals:

- A. WHEREAS, the Donor desires to advance social, racial, economic and environmental justice through placing trust in MRG's Activist Grantmakers;
- B. WHEREAS, the Donor desires to provide for the establishment of a charitable fund within MRG to create a Donor-in-Movement Fund;
- C. WHEREAS, MRG is an Oregon Nonprofit Corporation exempt from taxation under Internal Revenue Code ("IRC" or the "Code") Section 501(c)(3) as a public charity, and accordingly an appropriate institution within which to establish such a charitable fund; and
- D. WHEREAS, MRG is honored, willing, and able to create and administer such a Donor-in-Movement Fund, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the Donor and MRG agree as follows:

1. Fund Name. A Donor-in-Movement Fund shall be established as a fund on the books of MRG and known as the _____ Donor-in-Movement Fund (the "Fund").
2. Fund Purpose. The primary purpose of the Fund shall be to provide support for social justice organizations and in particular to those organizations who meet the criteria set forth in *Schedule A* of this Agreement. All support provided from the Fund shall further the exempt purposes of MRG within the meaning of IRC §501(c)(3) and shall be consistent with the mission and purposes of MRG.
3. Gifts. The Donor hereby irrevocably transfers to MRG the property described in *Schedule B* to establish the Fund. Subject to the right of MRG to reject any particular gift, the Donor, and parties other than the Donor, may make additional irrevocable gifts to MRG for the purposes of the Fund. All gifts, bequests, and devises to this Fund shall be the sole property of MRG once accepted by MRG and shall be subject to the legal and fiduciary control of MRG.

If any gift to MRG for the Fund is accepted subject to conditions or restrictions as to the use of the gift or income therefrom, such conditions or restrictions will be honored, subject to the authority of the Board to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Board unnecessary, incapable of fulfillment, or inconsistent with the charitable or other exempt purposes of MRG.

4. Distributions. The Board shall monitor the distribution of the Fund to ensure it is used exclusively for educational, charitable, scientific, or other exempt purposes within the meaning of IRC §501(c)(3). Specifically, the Fund shall be used to make distributions supporting organizations as further set forth in *Schedule A*.
 - a) Distribution Policy. The principal (the actual value of the initial contribution and any additional contributions) allocable to the Fund, less the administrative fees set forth in this Agreement, may be committed, granted, or expended pursuant to the distribution (or spending) policy of MRG, as amended from time to time, solely for purposes set forth in this Agreement or law. All ordinary income, capital appreciation (realized and unrealized), and all other income derived from the Fund, if any, shall go to MRG's general fund and committed, granted, or expended in MRG's sole discretion.
 - b) MRG's Activist Grant Making Committee. As more fully defined in *Schedule A*, 50% of distributable funds from the Fund will go to qualified grant applicants selected by MRG's Activist Grant Making Committee, and 40% of distributable funds will go to qualified organizations nominated by the Donor-in-Movement fund advisors, subject to the approval of MRG's Activist Grant Making Committee.

- c) Variance Authority. The Donor agrees and acknowledges that this Agreement and the Fund shall at all times be subject to the power of the Board to modify any restriction or condition on the distribution of funds, if, in the sole judgment of the Board, such restriction or condition becomes in effect unnecessary, incapable of fulfillment, or inconsistent with the purposes of the Fund.
- 5. Continuity. The Fund shall continue so long as justice remains to be achieved, assets are available in the Fund, and the purposes of the Fund can be served by its continuation. If the assets in the Fund become, in the good faith opinion of MRG's Board of Directors, uneconomical to administer, has not reached the minimum principal balance of \$5,000, remains below the minimum principal balance for two consecutive years with no additional contributions, or the Fund is otherwise terminated, MRG shall transfer all remaining fund assets to MRG's General Fund grants program to be allocated by MRG's Activist Grant Making Committee. For the purposes of this provision, a year shall begin on the Effective Date, or anniversary of the Effective Date, and shall run until the date immediately preceding the next anniversary of the Effective Date.
- 6. Not a Separate Trust or Entity. The Fund shall be a component part of MRG. All money and property in the Fund shall be held as general assets of MRG and not segregated as trust property of a separate trust or entity. Assets of the Fund may be commingled for purposes of investment with other assets of MRG. Notwithstanding the foregoing, the receipts and disbursements of this Fund shall be accounted for separately and apart from those of other gifts to MRG.
- 7. Investments.
 - a) Full Discretion. MRG shall have the full and unfettered power to carry out the purposes of the Fund including, but not limited to, the power to retain, invest, and reinvest the assets of the Fund and the power to commingle the assets of the Fund for investment purposes with those of other funds or MRG's general assets in such manner as MRG shall determine in its sole discretion.

MRG may hold reasonable sums in cash for any period of time and may invest in properties of every kind and description, real or personal, tangible or intangible, without limitation; provided that in making investments, MRG shall act in good faith, with the care that an ordinarily prudent person in a like position would exercise under similar circumstances, and shall consider, if relevant, the following factors: (i) The duration and preservation of the Fund; (ii) The purposes of MRG and the Fund; (iii) General economic conditions; (iv) The possible effect of inflation or deflation; (v) The expected total return from income and the appreciation of investments; (vi) Other resources of MRG; and (vii) The investment policy of MRG.

- b) Responsibility for Loss. MRG shall not be responsible for any loss or reduction in value with respect to any assets held in the Fund unless any such loss or reduction in value is due to the intentional misconduct or gross negligence of MRG or its employees, agents, and volunteers.
 - c) Advisors and Agents. MRG may, in its discretion, engage investment advisors, custodians of securities, investment or property managers, appraisers, accountants, attorneys, and other advisors and agents, and delegate to them such powers of authority as MRG may determine, and as may be reasonably required for MRG to carry out its duties and responsibilities with respect to the Fund. MRG may pay the reasonable fees and expenses of all such advisors and agents as a direct expense of the Fund.
8. Fund Expenses. It is understood and agreed that the expenses attributable to the Fund shall be paid by the Fund. Such expenses may include, but are not limited to, fees and expenses of advisors or agents, any costs incurred by MRG in accepting, transferring, or managing the property donated to the Fund, any costs incurred due to a claim or proceeding with respect to the Fund (including reasonable attorney fees) in which MRG is a prevailing party, as well as the administrative fee for MRG to administer the Fund. The administrative fee for MRG to administer the Fund shall be:
- a) Ten percent (10%) of each deposit into the Fund; and
 - b) Ten percent (10%) of distributable funds every twelve (12) months from the effective date of this Agreement if the Fund has a balance of at least five thousand dollars (\$5,000) on the anniversary date.
9. Governing Law. This Agreement shall be interpreted, construed, and enforced in accordance with, and governed by, the laws of the State of Oregon without reference to its conflict of laws provisions that might otherwise require the application of the law of any other jurisdiction.
10. Headings. The headings in this Agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.
11. Severability. If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement shall nevertheless be effective, and the illegal, invalid, or unenforceable provision shall be considered modified such that it is valid to the maximum extent permitted by law.
12. Amendment. This Agreement may not be amended except by a written instrument signed by both the Donor and MRG.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.

14. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any prior agreements and all other prior or contemporaneous communications, representations, understandings, and agreements, either oral or written, relating to the subject matter of this Agreement. All schedules referenced in this Agreement are hereby incorporated into this Agreement.

HAVING READ AND UNDERSTOOD THIS AGREEMENT, MRG FOUNDATION AND DONOR AGREE TO BE BOUND BY AND TO ABIDE BY ITS TERMS, AS EVIDENCED BY THE AUTHORIZED SIGNATURES BELOW.

McKenzie River Gathering Foundation

Donor

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Date:

Date:

Schedule A Donor-in-Movement Fund Guidelines

These Donor-in-Movement Fund Guidelines (the “Guidelines”) shall set forth the general governing rules for the creation and issuance of grants from the _____ Donor-in-Movement Fund (the “Fund”). These Guidelines are an integral part of the Donor-in-Movement Fund Agreement entered into on _____ (the “Agreement”) by and between _____ (the “Donor”) and the McKenzie River Gathering Foundation (“MRG”).

- I. **Donor’s Spokesperson.** The person (individual or entity) that the Donor identifies below (which may be the Donor) shall be the Donor’s Spokesperson who shall be MRG’s primary contact person for all correspondence and matters relating to the Fund and all Donor-in-Movement grants from the Fund.

Name: _____ **Phone:** _____

Address: _____

Email address: _____

- II. **Selection Criteria.** Recipients of Donor-in-Movement grants from the Fund (“Grantees”) shall be selected using the following criteria:

- A. Fifty percent (50%) of all distributable funds shall be awarded annually to Grantees selected by MRG’s Activist Grant Making Committee in its sole discretion;
- B. Forty percent (40%) of all distributable funds shall annually be awarded to Grantees using a procedure that takes into account recommendations of the Donor (“Donor Advised Grants”). Notwithstanding the foregoing, MRG requires all Donor Advised Grants to go to groups and organizations that are aligned with MRG’s mission to inspire people to work together for justice and mobilize resources for communities as they build collective power to change the world, which are primarily grassroots, Pacific Northwest-based organizations that believe that those most impacted by injustice are the ones best equipped to come up with solutions to the problems that affect them. These are groups and organizations that are engaged in social justice movements, which may include, but are not limited to, organizations that address issues facing persons such as:
 - i. Black, Indigenous, and people of color (BI/POC);
 - ii. Women;
 - iii. Lesbian, gay, bisexual, transgender, and queer (LGBTQ+);
 - iv. People with Disabilities;
 - v. People in poverty;

- vi. Youth;
- vii. Immigrants and refugees; and
- viii. The organizations that make up, as well as the organizations that are recommended by, the Northwest Justice Funders Collective (comprised of Black United Fund, Latino Community Fund of Washington, MRG Foundation, Na'ah Illahee Fund, Potlatch Fund, Pride Foundation, Social Justice Fund, and Women's Foundation of Oregon)

C. The remaining ten percent (10%) of distributable funds shall be distributed to MRG as an administrative fee as set forth in the Agreement.

III. Selection Committee. MRG's Activist Grant Making Committee shall be the Donor-in-Movement grant selection committee (the "Selection Committee") which shall be charged with the evaluation of candidates for Donor-in-Movement grant awards. No combination of the Donor, persons nominated by the Donor, or individuals related to the Donor or persons nominated by the Donor ("Donor-Advisors") may directly or indirectly control any selection committee established in connection with the Fund. This means that Donor-Advisors shall not constitute a majority of any such selection committee. Donor-Advisors may only provide advice with respect to the selection of grant or award recipients solely as members of a selection committee appointed by MRG, or by submitting their nominations for grant or award recipients to MRG's Activist Grant Making Committee.

Every member of the Selection Committee shall be charged with the evaluation of applicants for Donor-in-Movement grants from the Fund. Each member of the Selection Committee, including but not limited to Donor-Advisors, if any, shall adhere to the relevant policies of MRG as they may be adopted and amended from time to time, including but not limited to MRG's Conflict of Interest and Confidentiality policies. Additionally, each member of the Selection Committee shall be obligated to disclose any personal knowledge or relationship with any applicant under consideration by the Selection Committee and refrain from participation in the award process in a circumstance where the committee member would derive, directly or indirectly, a private benefit if any applicant is selected over other applicants.

IV. Application and Selection Procedure. MRG's Activist Grant Making Committee shall use their standard selection procedure for selecting General Fund grants to select grantees to receive a Donor-in-Movement grants from the Fund.

V. Quarterly Reports. MRG shall deliver a report to the Donor's Spokesperson each quarter of the calendar year which details: (a) the balance of the Fund; (b) donations to the Fund; (c) distributions from the Fund; and (d) a list of organizations recommended by MRG Foundation for Donor's consideration when selecting groups to which to distribute grants.

SIGNATURE PAGE FOLLOWS

HAVING READ AND UNDERSTOOD THESE GUIDELINES, MRG AND DONOR AGREE TO BE BOUND BY AND TO ABIDE BY ITS TERMS, AS EVIDENCED BY THE AUTHORIZED SIGNATURES BELOW.

McKenzie River Gathering Foundation

Donor

Signature:

Signature:

Printed Name:

Printed Name:

Title:

Date:

Date:

Schedule B
Initial Contribution

To establish the _____ Donor-in-Movement Fund (the "Fund") described in the Donor-in-Movement Fund Agreement entered into on _____ (the "Agreement") by and between _____ (the "Donor") and the McKenzie River Gathering Foundation ("MRG"), the Donor hereby irrevocably transfers to MRG Foundation the following described property: