

## Advise Us Foundation Practices and Documents for Third Party Financial Professional Management

WHEREAS, the Advise Us Foundation (hereinafter referred to as "AUF") is an Illinois not for profit corporation, which has been recognized by the Internal Revenue Service, as operating exclusively for charitable, religious, educational, and scientific purposes as set forth in Section 501(c)(3) of the Internal Revenue Code; and

WHEREAS, AUF seeks to stimulate charitable giving by donors and promote effective philanthropy by making gifts and grants to other charitable beneficiaries selected by AUF's Board of Directors, based upon donor recommendations and gift planning; and

WHEREAS, AUF believes that expert independent advice and efficient giving techniques maximize the impact of philanthropy. To facilitate, support, and increase charitable change, we educate donors about planned giving and donor advised funds, collaborating with donors, financial professionals and providing guidance and options for their charitable legacies. Recognizing that deserving charities come in all sizes and that many would like to offer more options to their donors, we also provide expertise to smaller nonprofit organizations that otherwise could not afford to offer quality planned giving programs. AUF takes donors' advice seriously and uses its expertise to implement their goals and maximize the impact of giving through efficient planning. Our donor-centric philosophy incorporates the importance of successfully partnering with donors' and charities' trusted third party financial professionals.

NOW, THEREFORE, AUF does set forth these Guidelines, Documents and Policies for establishing investment accounts for advised funds with Third Party Financial Professionals (hereinafter referred to as "TPFP") investment, giving and the operation of its giving, investment, and donor advised funds programs.

- 1. *Eligible Entities*. Individuals, for-profit corporations and non-profit corporations, in accordance with these practices, may elect to recommend the use of a third party financial professional to manage their account.
- 2. *Separate Agreement*. The agreement with the TPFP is a separate agreement that is incorporated by reference into a fund agreement and is unique to the fund referenced.
- 3. Acceptance of Readily Marketable Securities. At the point the TPFP receives readily marketable securities into the account of AUF, it is doing so as the agent of AUF. Therefore, it is obligated to immediately electronically notify AUF of the initial (or subsequent) assets as it is the policy of AUF to immediately liquidate known gifts. The charitable deduction for readily marketable publicly traded securities shall be the mean of the high and low traded prices for the security on the day that AUF received control of the asset.
- 4. *Minimum Contribution and Balance*. The required minimum balance of an advised account is one-hundred thousand dollars (\$100,000).

- 5. Balances Below the Minimum. The Investment Committee of AUF may recommend to the Board of Directors of AUF to transfer assets that fall below the one-hundred thousand dollars (\$100,000) for four (4) consecutive quarters from the TPFP to AUF pooled investment profile in the fund agreement and the Board of Directors of AUF may, upon said recommendation, may transfer assets that fall below the one-hundred thousand dollars (\$100,000) for four (4) consecutive quarters from the TPFP to AUF pooled investment profile in the fund agreement.
- 6. AUF Retains Sole Control of Account and Assets. TPFP is accountable solely to AUF and the TPFP is acting as AUF's agent in this relationship. Therefore, the TPFP must consider the sole interests of AUF and may not make management decisions that favor the interests of the donor to the detriment of AUF. TPFP can only take instructions from AUF and cannot take instructions from the donor.
- 7. AUF Right to Terminate. AUF retains the right to terminate the relationship at any time and at its sole discretion.
- 8. Board of Directors Responsibility. The ultimate investment and management responsibility of all funds, including those managed by TPFP reside with the Board of Directors of AUF. The Board of Directors of AUF may, as appropriate, delegate this responsibility.
- 9. TPFP Conflict of Interest. The TPFP cannot be associated with the donor(s) establishing the fund with AUF by either: 1. Being a member of the family of the donor(s) or married to a member of the family of the donor(s); or 2. Being a thirty-five percent (35%) or greater owner in the legal entity (or associated management/custodial entity) that is the investment manager.
- 10. *TPFP Insurance and Bonding.* TPFP are required to be covered by liability and fiduciary insurance as required by applicable law and regulatory agencies. TPFP are required to have their employees bonded as required by applicable law and regulatory agencies.
- 11. TPFP Communication. The TPFP is required to communicate with the appointed representative of the Investment Committee of AUF. TPFP will keep the Committee informed of major changes in its investment outlook, investment strategy, asset allocation, and other matters affecting its investment policies or philosophy. TPFP will inform the Committee of any significant changes in the ownership, organizational structure, financial condition, or senior staffing of its legal entity, the custodian of funds or clearing house. Whenever the TPFP believes that any particular guideline should be altered or deleted, it will be the TPFP's responsibility to initiate written communications with the Committee expressing its views and recommendations.
- 12. *TPFP Statements*. The TPFP must provide AUF with statements of monthly consolidated activity within ten (10) days of the close of the month. Statements should be sent to: Investment Committee, Advise Us Foundation, 715 Lake Street, Suite 418, Oak Park, Illinois 60302. The TPFP shall also provide electronic access to information.
- 13. TPFP Investment Fees and AUF Administrative Fees. All fees (advisory, management or otherwise) charged by the TPFP or the underlying investment must be disclosed. The TPFP must offer comparable fees with other investment providers a similar size (AUF has the right to make the final determination) and any applicable discounts the TPFP or its organization would offer any client with a similar size account or relationship. AUF will take a quarterly administrative fee as per the fund agreement from the money market assets of the investment account.

- 14. TPFP Performance Evaluation. In addition to normal communication, the TPFP must submit annual performance results to AUF, including a self-evaluation of performance compared to applicable stated benchmark by class. The TPFP will meet annually with a AUF staff member to review the performance of the account where a specific written annual review of the account will be presented to AUF which specifically references this requirement. In addition to the monthly statements, the TPFP must provide the Investment Committee of AUF with annual statements within 30 (thirty) days of the end of the calendar year. The consolidated annual statements should show: 1. the investment strategy with which the account complies; 2. the consolidated return of the account's investments for the calendar year; and 3. fees attributable to the investment of the account for the calendar year. The TPFP will certify annually that that the account is being managed in compliance with AUF's Practices and Documents for Third Party Financial Professional Management.
- 15. Fund Annual Distributions/Rebalancing. The fund advisor recommends to AUF an estimate how much cash will be needed to support annual grants from the account. The recommended allocation amount will be transferred from the account with the TPFP to the donor's fund in order to facilitate donor grant recommendations in a timely fashion. The TPFP shall rebalance the funds on a semi-annual basis leaving the cash account no less than 50 basis points of the current value of overall account.
- 16. TAUF Giving and Investment Practices Prevail. These guidelines are in addition to any applicable sections of the AUF Giving and Investment Practices. If there is a conflict between these practices, the Giving and Investment Practices shall prevail.
- 17. Asset Allocation. AUF seeks to fulfill its mission of maximizing donors' charitable intent by allocating assets in a manner consistent with this guideline. The following asset allocation is the benchmark for TPFP managed investment. And, while the chart below reflects the standard asset allocation guidelines, AUF recognizes there may be circumstances where parties may desire allocations substantially outside these guidelines. In these occurrences, the Investment Committee of AUF will review and approve such exceptions on a case by case basis. AUF will not investment in extremely sophisticated investment vehicles including, but not limited to, private equity, hedge funds and derivatives.

Asset Class	Target Allocation	Percentage Range	Benchmark Indexes
Equities	75%	50-75%	
Large Cap Domestic	40%	25-45%	Vanguard 500 Index Fund
Small Cap Domestic	20%	0-30%	Vanguard Total Stock Market Index Fund
International	10%	0-15%	Vanguard Developed Markets Index Fund
Social	5%	0-15%	Vanguard FTSE Social Index Fund
Fixed Income	20%	20-45%	
Aggregate Bond	12%	10-30%	Vanguard Total Bond Market Index Fund
Short Term U.S. Treasury	8%	5-25%	Vanguard Short-Term Government Bond Fund
Money Market	5%	5-10%	Vanguard Federal Money Market Fund

Donor:	
	Signature
	Printed Name
Date:	
Third Party Financial Profession	al:
	Signature
	Printed Name
	Legal Name of Custodian Organization
Date:	
Advise Us Foundation:	
	Signature
	Printed Name
Date:	

By signing below, the undersigned parties acknowledge that they have reviewed the above stated practices and, in exchange for the benefits they receive by these practices, agree to be bound by them:

Adopted by Advise Us Foundation Board of Directors on June 4, 2014

## **Donor Request for Third Party Investment Professional Management**

Investment Committee Advise Us Foundation 715 Lake Street, Suite 418 Oak Park, IL 60301

It is my request that the	Fund
at the Advise Us Foundation have its' assets be invested with the following organization/person:	
Investment Firm	
Investment Manager	-
Investment Manager Phone	-
I affirm (a) that neither this investment manager nor any member of his or her family is a memb my family or is a family member of any person that I have designated or appointed to have adv privileges with respect to the	
(a "donor advisor"); and (b) that this investment firm is not an entity owned more than 35% by r donor advisor, or our family members.	ne, a
I understand that this investment manager will take instruction only from authorized employees of the Advise Us Foundation in the management of this account. I acknowledge that the	the
account is owned and controlled by the Advise Us Foundation, and that the	
Advise Us Foundation reserves the right to replace this investment manager at any time.	
I also understand that theFund a	
Advise Us Foundation will be chargedpercent by the above investm	ent
manager's firm, in addition to any underlying management fees in the investment assets and any	
administrative fees charged by the Advise Us Foundation.	
Sincerely,	
Signature/Donor's Printed Name/Date	