



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 Seeding Justice, an Oregon nonprofit corporation ("Seeding Justice") to advance social, racial, gender, disability, economic, and environmental justice and transformational change.

Seeding Justice 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 Fund 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 Seeding Justice and acceptance of the Donor's gift described herein. The date of signature by the Executive Director or Development Director of Seeding Justice shall be the effective date of this Agreement (the "Effective Date").

Recitals:

- A. WHEREAS, the Donor desires to advance social, racial, gender, disability, economic, and environmental justice through placing trust in Seeding Justice's Activist Grantmakers;
- B. WHEREAS, the Donor desires to provide for the establishment of a charitable fund within Seeding Justice to create a Donor-in-Movement Fund;
- C. WHEREAS, Seeding Justice 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, Seeding Justice 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 Seeding Justice agree as follows:

1. Recitals. This reference incorporates the preamble and recitals of this Agreement, set forth above.
2. Fund Name. A Donor-in-Movement Fund shall be established as a fund on the books of Seeding Justice to be known as the _____ Donor-in-Movement Fund (the "Fund").
3. 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 Seeding Justice within the meaning of IRC §501(c)(3) and shall be consistent with the mission and purposes of Seeding Justice.
4. Gifts. The Donor hereby irrevocably transfers to Seeding Justice the property described in Schedule B to establish the Fund. Subject to the right here reserved to Seeding Justice, at Seeding Justice's sole discretion, to reject any particular gift, the Donor, and parties other than the Donor, may make additional irrevocable gifts to Seeding Justice for the purposes of the Fund. All gifts, bequests, and devises to this Fund shall be the sole property of Seeding Justice once accepted by Seeding Justice and shall be subject to the legal and fiduciary control of Seeding Justice.

If any gift to Seeding Justice 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 Seeding Justice Board of Directors (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 Seeding Justice.

5. 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 Seeding Justice, 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 Seeding Justice's general fund and shall be committed, granted, or expended in Seeding Justice's sole discretion.
 - b) Seeding Justice's Activist Grant Making Committee. As more fully defined in Schedule A, which this reference incorporates into this Agreement, 50% of distributable funds from the Fund will go to qualified grant applicants selected by Seeding Justice's community-led 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 Seeding Justice's Board of Directors.
 - 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.
6. 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 Seeding Justice'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, Seeding Justice shall transfer all remaining fund assets to Seeding Justice's General Fund grants program to be allocated by Seeding Justice'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.

7. Not a Separate Trust or Entity. The Fund shall be a component part of Seeding Justice. All money and property in the Fund shall be held as general assets of Seeding Justice 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 Seeding Justice. Notwithstanding the foregoing, the receipts and disbursements of this Fund shall be accounted for separately and apart from those of other gifts to Seeding Justice.

8. Investments.

- a) Full Discretion. Seeding Justice 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 Seeding Justice's general assets in such manner as Seeding Justice shall determine in its sole discretion. Seeding Justice may retain agents, including but not limited to attorneys, accountants, and financial advisors, to assist in managing the Fund.

Seeding Justice 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, Seeding Justice 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 Seeding Justice 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 Seeding Justice; and (vii) The investment policy of Seeding Justice.

- b) Responsibility for Loss. Seeding Justice 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 Seeding Justice or its employees, agents, and volunteers.
 - c) Advisors and Agents. Seeding Justice 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 Seeding Justice may determine, and as may be reasonably required for Seeding Justice to carry out its duties and responsibilities with respect to the Fund. Seeding Justice may pay the reasonable fees and expenses of all such advisors and agents as a direct expense of the Fund.
9. Fund Expenses. It is understood and agreed that the Fund shall pay any and all fees, costs, and expenses attributable to such Fund's operation and maintenance. Such fees, costs, and expenses may include, but are not limited to, fees and expenses of advisors or agents, any costs Seeding Justice incurs 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 Seeding Justice is a prevailing party. The Fund shall pay such costs and expenses in addition to the administrative fee Seeding Justice shall charge to administer the Fund. Seeding Justice's administrative fee 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 1st of October (with the exception of the first October 1st in which the Fund is in existence) if the Fund has a balance of at least five thousand dollars (\$5,000) on that date.

10. Miscellaneous Provisions.

- a) Amendment. This Agreement may not be amended except by a written instrument signed by both the Donor and Seeding Justice.
- b) Arbitration. The parties may agree to engage in alternative dispute

resolution to resolve any dispute arising from or relating to this Agreement, or alleged breach thereof. If the parties cannot agree on the method or processes of alternative dispute resolution, or if they are unable to resolve such dispute through alternative dispute resolution, the parties agree that such dispute shall be resolved by binding arbitration in accordance with the rules of the Arbitration Service of Portland then in effect by a single arbitrator. The arbitrator's judgement may be entered in any court of competent jurisdiction.

- c) Binding Effect. This Agreement is binding on both Grantee and Seeding Justice as well as upon their successors and assigns and will inure to their benefit.
- d) Counterparts; Electronic Signatures. This Agreement may be signed in counterparts. A fax or electronic transmission of a signature page will be considered an original signature page. At the request of a party, each other party will confirm a fax-transmitted signature page by delivering an original signature page to the requesting party. The parties agree that this Agreement and any documents related to this Agreement may be executed by electronic signature as that term is defined at ORS 84.004. Such electronic signature shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Any party may revoke this consent by delivering a written notice to the other party or parties. Such revocation shall take place immediately upon the non-revoking party's receipt of such notice.
- e) Entire Agreement. This Agreement, together with the schedules and any exhibits it references, 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.
- f) Further Assurances. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.
- g) 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.
- h) 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.

- i) Notice. All notices or other communications required or permitted under this Agreement shall be in writing and must be delivered to the individual or individuals set forth in attached Schedule C or at any other address that a party designates for receiving notices. Notices transmitted electronically are considered delivered immediately. Notices transmitted by United States Postal Service are considered delivered three days after date of deposit into the U. S. mail, posted pre-paid, certified, return receipt requested.
- j) Representation. Both Seeding Justice and Donor have been advised to and have had the opportunity to consult with their own independent legal counsel, prior to executing this Agreement. Each party confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so In connection with entering into this Agreement.
- k) 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.
- l) Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of any successors and permitted assigns of the parties hereto.
- m) Venue. Any action, suit, or proceeding arising out of the subject matter of this Agreement will be litigated in the courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.
- n) Waiver. No waiver of any term in this Agreement will be binding on a party unless it is in writing and the party making the waiver signs such writing. A party's waiver of a breach of any provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

[Signatures on next page]

HAVING READ AND UNDERSTOOD THIS AGREEMENT, SEEDING JUSTICE AND DONOR AGREE TO BE BOUND BY AND TO ABIDE BY ITS TERMS, AS EVIDENCED BY THE AUTHORIZED SIGNATURES BELOW, AS OF THE EFFECTIVE DATE.

Seeding Justice

Signature:

Printed Name: Se-ah-dom Edmo

Title: Executive Director

Date:

Donor or Donor's Proxy

Signature:

Printed Name:

Date:

On behalf of Donor Name (only if signed by proxy):

OFFICE USE ONLY:

Agreement # _____

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 (the “Agreement”) entered into on _____ (Date) by and between _____ (the “Donor”) and Seeding Justice.

- 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 Seeding Justice’s primary contact person for all correspondence and matters relating to the Fund and all Donor-in-Movement grants from the Fund. This information is collected in further detail in Schedule C.

Fund Spokesperson/Contact Person Full Name:

- II. Awarding and Distribution of Fund Dollars. Donor-in-Movement Fund dollars shall be distributed using the following guidelines:
 - A. 50% of all distributable funds shall be awarded annually, within the current or following fiscal year, to Grantees selected by a Seeding Justice Community-Led Steering Committee in its sole discretion;
 - B. 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, Seeding Justice requires all Donor Advised Grants to go to groups and organizations that fit the criteria outlined below in section III.
 - C. The remaining 10% of distributable funds shall be distributed to Seeding Justice as an administrative fee as set forth in the Agreement.
 - D. After the first 12 months of the Fund’s establishment, any balance

that remains in the Fund as of the next October 31st will be redistributed along the same 50%/40%/10% guidelines as outlined above. The balance of the Fund will continue to be redistributed along the same 50%/40%/10% guidelines each October 31st until the balance is less than \$5,000, at which point the balance will remain in the Fund without further distribution for 24 months. If a balance of less than \$5,000 remains in the Fund for 24 consecutive months, that balance will be awarded to grantees selected by Seeding Justice's Activist Grant Making Committee.

III. Selection Criteria. Recipients of Donor-in-Movement grants from the Fund ("Grantees") shall be selected using the following criteria:

- E. 50% of all distributable funds shall be awarded annually to Grantees selected by Seeding Justice's Activist Grant Making Committee in its sole discretion;
- F. 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, Donor acknowledges and agrees that Donor has been advised Seeding Justice requires all Donor Advised Grants to go to groups and organizations that are aligned with Seeding Justice'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 other people of color ("BIPOC");
 - ii. Women and other people of marginalized genders;
 - iii. Lesbian, gay, bisexual, transgender, and queer people ("LGBTQ+");
 - iv. Disabled people;
 - v. People in poverty;
 - vi. Youth;
 - vii. Immigrants, refugees, and undocumented people; and

- viii. The organizations that make up, as well as the organizations that are recommended by, the Northwest Justice Funders Collective (comprised of Seeding Justice, Black United Fund of Oregon, Latino Community Fund of Washington, Na'ah Illahee Fund, Potlatch Fund, Pride Foundation, Social Justice Fund, and Women's Foundation of Oregon)
- IV. Selection Committee. Seeding Justice'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 Seeding Justice, or by submitting their nominations for grant or award recipients to Seeding Justice'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 Seeding Justice as they may be adopted and amended from time to time, including but not limited to Seeding Justice'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.
- V. Application and Selection Procedure. Seeding Justice's Activist Grant Making Committee shall use their standard selection procedure for selecting General Fund grants to select grantees to receive Donor-in-Movement grants from the Fund.
- VI. Quarterly Reports. Seeding Justice 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 Seeding Justice for Donor's consideration when selecting groups to which to distribute grants.

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

Seeding Justice

Signature:

Printed Name: Se-ah-dom Edmo

Title: Executive Director

Date:

Donor or Donor's Proxy

Signature:

Printed Name:

Date:

On behalf of Donor Name (only if signed by proxy):

Schedule B

Initial Fund Contribution

To establish the _____ Donor-in-Movement Fund (the “Fund”) described in the Donor-in-Movement Fund Agreement (the “Agreement”) entered into on the Effective Date of the Agreement by and between _____ (the “Donor”) and Seeding Justice, the Donor hereby irrevocably transfers to Seeding Justice Foundation the following described property:

SAMPLE

Schedule C
Donor Contact Information

Donor-in-Movement Fund

Donor Full Legal Name:

Donor Preferred Name:

Donor Pronouns:

Spouse/Partner:

Spouse/Partner Pronouns:

Mailing Address:

Email Address(es):

Preferred Phone:

DONOR PROXY INFORMATION (if applicable)

Proxy Name:

Proxy Company:

Proxy Mailing Address:

Proxy Email Address:

Proxy Phone:
