

# The Divine Avataric Holy Institution of Global Adidam Ruchiradam Gift Agreement

Approved by the Holy Institution Board of Directors April 6, 2024

This Agreement is made by and between \_\_\_\_\_  
(Donor) and The Divine Avataric Holy Institution of Global Adidam Ruchiradam (the “Holy Institution”), a not-for-profit corporation registered in California, USA, as a 501(c)3 religious organization according to IRS tax code. This Agreement becomes effective on the date of execution by signatures below of Donor (or legal representative) and the representative of the Holy Institution.

## Agreement Purpose

This Agreement is intended to ensure that any gift to the Holy Institution will support the Work of His Divine Presence Avatar Adi Da Samraj as set forth in His Teachings and Instructions, and will be used to the maximum degree possible in conformance to the Donor’s intended Purpose, if any is stated below, while complying with all applicable laws and ethical norms. A “gift” is considered any sum of money in any negotiable currency, any security with tradable value (e.g. stocks, bonds), real estate, or any other asset or object that can be readily converted to cash value by the Holy Institution. (Refer to Addendum “A”, attached and made a part of this Agreement.)

## Gift Description

Donor hereby pledges to the Holy Institution the gift as described herein. It is understood and agreed that the gift, if a sum of money, will be paid in full to the Holy Institution, unless an alternative payment schedule is set forth herein, or, if the gift is in the form of property or other securities, that ownership will be fully transferred to the Holy Institution. Description of gift:

\_\_\_\_\_

\_\_\_\_\_

## Intent

The Donor acknowledges that the Holy Institution has substantially relied, and shall continue to rely, on the Donor’s gift being fully satisfied as set forth herein.

## Gift Purpose

Because the needs of the Holy Institution are varied and changing from time to time, it is preferred that all gifts and bequests be made to the general funds of the Holy Institution for use according to priorities determined by the executives and the board of directors of the Holy Institution. However, should the Donor intend the value of the gift to be used for a specific Purpose, the Holy Institution will respect and adhere to the Donor’s intent, providing such intent supports the Work of His Divine Presence Avatar Adi Da Samraj as set forth in His Teachings and Instructions and aligns with the provisions stated herein. Therefore, it is understood and agreed that the gift described herein will be used for the following Purpose:

\_\_\_\_\_

\_\_\_\_\_

### **Future Changed Circumstances**

If, in the opinion of the Holy Institution board of directors, all or part of Donor's gift cannot at some time in the future be usefully or practically applied to the above stated Purpose, or if the Purpose cannot be fulfilled due to a change in law or due to other unforeseeable circumstances, it is agreed that any remaining amount of a gift may be used for another purpose or project which in the opinion of the board of directors will most faithfully accomplish the Donor's originally intended Purpose. The Holy Institution will make every effort to consult with the Donor to determine a mutually agreeable change of Purpose prior to making any such change. However, in any case, final determination of the use and disposition of any gifts, donations and bequests, or any remaining portion thereof, for which the originally stated Purpose cannot be practically fulfilled shall be the sole responsibility of the Holy Institution board of directors.

### **Additional Gifts**

The Donor understands and agrees that any additional gifts or contributions made by the Donor for the Purpose stated herein, whether made directly or via another individual, a corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, shall be subject to the provisions of this Agreement. The Donor understands and agrees that other donors may make gifts for essentially the same stated Purpose but under separate agreements which may or may not contain the same terms as this Agreement. Furthermore, funds donated from various sources for essentially the same Purpose may be pooled or consolidated.

### **Investment Proceeds**

In the case where a gift is donated with the intention of establishing an "endowment", as regulated under the Uniform Prudent Management of Institutional Funds Act (UPMIFA), such that the principal amount of the gift is to be invested and only the proceeds from such investment are to be expended, then all funds issuing from interest or dividends on the principal amount shall be reserved and expended only for the Donor's specific Purpose as stated above. In all other cases, the Donor understands and agrees that if it is not practical or required to immediately use all or a portion of the Donor's gift for the stated Purpose, the Holy Institution may temporarily invest all or a portion of the gift, and that proceeds of interest or dividends from such investment shall accrue to the Holy Institution general fund to be expended as approved by the Holy Institution board of directors, but that the principal amount of the gift will be reserved and used only for the Donor's intended Purpose. Any investments made by the Holy Institution are subject to the terms set forth in the Bylaws of the Holy Institution, in the Holy Institution's Investment Policy Statement, and, where applicable, in the Holy Institution's Endowment Policy Statement.

### **Return of Unused Gifts**

Unless otherwise stated herein, the Holy Institution shall be under no obligation to return to the Donor all or any unused portion of any gift at any time. Should a portion of a gift remain unused after the completion of the stated Purpose for that gift, the Holy Institution will make its best effort to consult with the Donor to determine a mutually acceptable alternative purpose or project for which the remaining funds may be used. However, should the Donor be unavailable for such dialog, the Donor understands and agrees that the remaining portion may be used according to priorities determined by the Holy Institution board of directors.

### **Acknowledgement**

Donors will receive a formal acknowledgment of their gift, including a receipt for tax purposes where applicable, valued as set forth herein.

**Tax Deductibility**

Gifts to the Holy Institution may be tax deductible according to applicable IRS code. Gifts intended to support a specific individual(s) are not tax deductible. Such gifts should be made directly to the individual. The Holy Institution will provide reasonable verification of gift values for IRS purposes, but it is the Donor's responsibility to ensure compliance with IRS regulations. It is recommended the Donor consult a professional financial advisor. Gifts other than cash will be valued at their fair market value at the time the gift is made. Donor understands that IRS regulations may prevent a gift from being used exactly according to Donor's stated Purpose, in which case the Holy Institution will make every effort to ensure the gift is used in ways that most closely adhere to the Donor's intent without violating IRS restrictions.

**Confidentiality**

All financial transactions and donor information will be handled with the highest level of confidentiality. Donor information shall not be divulged to any parties outside the Holy Institution and may be divulged to individuals within the Holy Institution only on a "need to know" basis.

**Accountability**

Accurate records of all financial gifts will be maintained in compliance with legal and accounting standards. Upon request, the Holy Institution will provide the Donor with reports on the use of donated funds and their impacts on the Holy Institution's programs and Purposes.

**Donation Acceptance**

Each significant donation will undergo a review process. (Refer to Addendum "A", attached and made a part of this Agreement.) The Holy Institution reserves the right to refuse any gift that does not align with the purposes and values of the Holy Institution. Donations from individuals or entities that conflict with the purposes and the values of the Holy Institution, or which could harm its reputation, will not be accepted. Any such determination shall be made at the sole discretion of the Holy Institution's board of directors. Furthermore, due to the costs associated with administration of restricted funds, the Holy Institution may establish a minimum acceptable amount for any gift to be donated for a specific Purpose where such Purpose is not already an established purpose or a previously designated project of the Holy Institution.

**Amendments**

By mutual consent of the Holy Institution and the Donor or the Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of the Donor's estate, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

**Entire Agreement**

This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the State of California. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

**Donor** (or representative):

\_\_\_\_\_  
(Print name) (Email)

\_\_\_\_\_  
(Street address)

\_\_\_\_\_  
(City) (State) (Zip)

\_\_\_\_\_  
(Signature) \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
(Date)

**Holy Institution:**

\_\_\_\_\_  
(Print) (Date)

\_\_\_\_\_  
(Signature)

**Witness:**

\_\_\_\_\_  
(Print) (Date)

\_\_\_\_\_  
(Signature)

## **Addendum “A”**

### **Gift Acceptance Guidelines - Types of Assets**

The Divine Avataric Holy Institution of Global Adidam Ruchiradam Inc (the “Holy Institution”), a not-for-profit religious organization incorporated under the laws of the State of California and qualified as a Section 501(c)3 exempt organization under the United States Internal Revenue Code, encourages the solicitation and acceptance of gifts to the Holy Institution that will help the Holy Institution to further and fulfill its purposes and the Purposes of Avatar Adi Da Samraj.

#### **Purpose of Guidelines**

The Holy Institution solicits current and deferred gifts from individuals, corporations, and foundations to help ensure that the Holy Institution will fulfill its purposes and secure its ongoing operations and future growth. The Gift Acceptance Guidelines stated below are meant to provide guidance to donors about what kinds of gifts the Holy Institution can accept as opposed to those that may expose the Holy Institution to liabilities or carry overly burdensome restrictions.

#### **Conduct Toward Donors**

The Holy Institution appreciates and encourages gifts through the generosity of donors to further its work as well as to meet the needs of donors. The Holy Institution strives to provide all appropriate information as required by donors and their advisors without pressure or undue influence, and to maintain the highest ethical standards in all transactions.

#### **Restrictions On Gifts**

The Holy Institution will accept unrestricted gifts as well as gifts restricted to stated purposes if such gifts are consistent with the Holy Institution’s purposes and priorities. The Holy Institution will not accept gifts that it determines are too restrictive in purpose. Gifts that are too restrictive are gifts that are too difficult for the Holy Institution to administer and gifts that would be inconsistent with the Holy Institution’s purposes. The Board of Directors of the Holy Institution will make the final determination whether to accept or refuse a gift.

#### **Acceptable Types of Gifts**

The Holy Institution may consider many criteria in determining the acceptability of a gift. The guidelines stated below may not comprise all criteria which may be considered, but hopefully will help to highlight some of the more pertinent issues that might arise in relation to various types of gifts.

##### **A. Cash**

Cash is acceptable in any form.

##### **B. Tangible and Intangible Personal Property**

Before accepting a gift of tangible or intangible personal property, the Holy Institution will determine that the property is readily marketable and will not expose the Holy Institution to significant liabilities. All gifts of tangible and intangible personal property other than cash will be evaluated by the Holy Institution according to the following criteria and any other criteria the Holy Institution considers pertinent:

Will the property advance the Holy Institution’s purposes?

Is the property marketable?

Are there any undue restrictions on the use, display, or sale of the property?

What are the carrying costs for the property?

**C. Securities**

The Holy Institution may accept both publicly traded securities and closely held securities.

*Publicly-Traded Securities:* The Holy Institution may sell any publicly-traded securities unless holding the securities is deemed appropriate by the Holy Institution. The Holy Institution will determine, prior to accepting securities, whether the securities, once in the hands of the Holy Institution, are in any way restricted as to sale.

*Closely-Held Securities:* The Holy Institution may accept closely-held securities if deemed acceptable after due consideration.

**D. Real Estate**

Before accepting real estate, the Holy Institution will determine if it is readily marketable and will not expose the Holy Institution to unacceptable liabilities. The Holy Institution may consider such factors as sale costs, holding costs prior to sale, current and expected future value, encumbrances, title restrictions, and liabilities, including potential environmental issues, among other factors.

**E. Intangible Assets That Are Not Publicly Traded**

These assets include stock, bonds, debentures, partnership interests, and LLC interests that are not publicly traded, as well as patents, copyrights, cryptocurrencies, and other intangible assets. Gifts of intangible assets that are not publicly traded are acceptable provided that the Holy Institution shall not accept such assets that have an insignificant present value or could expose the Holy Institution to liabilities including significant carrying costs or negative tax consequences. The Holy Institution will evaluate gifts of intangible assets for acceptance on a case-by-case basis.

**F. Life Insurance Policies**

Life insurance policies are acceptable, provided that the Holy Institution is the owner and the irrevocable beneficiary of the policy. The Holy Institution will evaluate gifts of insurance policies for acceptance on a case-by-case basis.

**G. Non-Standard Contributions**

Non-standard contributions include assets that are not reasonably expected to be used to satisfy or further the Holy Institution's exempt purposes (aside from the need for income or funds), assets for which there is no ready market, and assets whose value is highly speculative or difficult to ascertain. The Holy Institution will review proposed non-standard contributions on a case-by-case basis.

**H. Deferred Gifts**

The Holy Institution at its discretion may accept a designation as a remainder/income beneficiary, including designations made in charitable pledges, testamentary bequests, living trusts, charitable remainder trusts, charitable lead trusts, individual retirement accounts, retirement plans, and remainder interests in real property.

**I. Anonymous Gifts**

The Holy Institution will not accept completely anonymous gifts. The donor's identity must be disclosed to the chairperson of the Holy Institution's board of directors, who shall endeavor to maintain the donor's anonymity (except upon a request from the Holy Institution's board of directors or as required by law).