

SICKKIDS WOMEN POWERED

Moving the dial on children's
health – at SickKids, and in
the community.





SickKidsWomenPowered

Pledge Form

Pledge Details

- Yes, I, on behalf of the corporation listed below would like to be a member of the SickKidsWomenPowered Community** by committing to make a minimum donation of \$50,000 by making a payment of \$25,000 by March 31st each year for the next 2 years.
- I, on behalf of the corporation listed below, agree that the donation will be designated to the SickKidsWomenPowered Fund**, where funds will be collectively disbursed each year with 75% allocated to the highest priority needs of The Hospital for Sick Children Foundation and 25% allocated to a Qualified Donee(s) as determined by the Board of SickKids Charitable Giving Fund after receiving the recommendation from the SickKidsWomenPowered member community.
- I, on behalf of the corporation listed below, understand that the recommendation on where to allocate funds will be made through a democratic voting process outlined in the terms and conditions on the reverse.**
- I, on behalf of the corporation listed below, agree to the terms and conditions on the reverse.**

Contact Information

Name of corporate donor: _____

Name of corporate representative: _____

Address: _____

Phone: _____ Email: _____

Recognition

- Where the opportunity for public recognition arises, the corporation would like to be acknowledged as:**

- We would prefer to remain anonymous.**

Name: _____

Signature: _____ Date: ____/____/____

Payment Options

I would like to make my donation:

- Annually on: _____
- In monthly installments, beginning on: _____
- Other: _____

I would like to pay by:

Cheque (Please make any cheques payable to SickKids Charitable Giving Fund.)

Credit Card   

Card #: _____ Exp.: ____/____/____ CVV: _____

Name on Card: _____

1. Gift Amount and Timing

The donor commits to make a minimum donation of \$50,000 by making a payment of \$25,000 by March 31st each year for the next 2 years (the "**Gift**") to the SickKidsWomenPowered fund (the "**Fund**"), a Donor Advised Fund of the SickKids Charitable Giving Fund ("**SKCGF**") to join the Elizabeth McMaster Circle.

We would be pleased if you choose to accelerate the completion of your Gift, but please keep in mind that you need to be up to date with your pledge payments in order to have the right to be involved in the selection of that year's grant(s). Please also note that only donors that have an active pledge of at least \$50,000 and have made their annual pledge payment have the right to nominate a community Charity and be involved in the Elizabeth McMaster Circle's activities related to the selection of that year's grant recommendation to a Community Charity(ies) (described below).

SKCGF is a Canadian registered charity incorporated pursuant to the Laws of Canada. SKCGF is able to grant funds to a qualified donee as defined under the Income Tax Act (Canada) as amended from time to time (the "**ITA**").

SKCGF will provide you with a charitable tax receipt for your Gift in accordance with the provisions of the ITA and the policies of SKCGF and The Hospital For Sick Children Foundation (the "**SickKids Foundation**"). SKCGF will issue a charitable tax receipt (for individuals) or business receipt (for corporations and foundations) to the paying person or entity (which may be you or another paying person) for any portion of the Gift received pursuant to the ITA.

If any portion of the Gift is made by way of a gift of publicly-traded securities, the securities will be valued at the market's closing price on the date the shares are received by SKCGF.

2. Purpose of Gift

The Fund will be allocated as follows: 75% to support the highest priority needs of SickKids Foundation and 25% to support a Community Charity(ies) (defined below) as determined by the Board of SickKids Charitable Giving Fund after receiving the recommendation from the SickKidsWomenPowered member community in accordance with the procedure described below (the "**Purpose**"). The donor acknowledges that SKCGF is relying on the Gift to help achieve the Purpose.

3. Responsibilities

SKCGF is the sole trustee of the Fund and as such will have sole fiduciary and legal responsibility for the establishment and operation of the Fund. The Fund will be administered in accordance with the relevant policies of SKCGF, as amended from time to time, and in accordance with the ITA.

4. Nominating and Scoring the Community Charity to receive a Grant

The current eligibility criteria for the Community Charity(ies) include being a qualified donee under the ITA with a focus on enhancement of children's well-being ("**Community Charity**"). The full criteria will be announced prior to the nominating period. Each donor who has an active pledge to the Fund ("**Qualified SickKidsWomenPowered Member**") will have the opportunity to nominate one Community Charity to receive a grant by completing a standardized form. Corporate donors will have the opportunity to appoint an individual as a Qualified SickKidsWomenPowered Member and may name a successor Qualified SickKids WomenPowered Member in writing from time to time to fill any vacancy of a Qualified SickKidsWomenPowered Member that they wish for another individual to act as a Qualified SickKidsWomenPowered Member on their behalf. The initial Qualified SickKidsWomenPowered Member is the corporate representative listed above. If a Qualified SickKidsWomenPowered Member does not nominate a Community Charity within the time frame specified by SKCGF, then they forfeit their opportunity to nominate a Community Charity for that year. Subsequently, each donor who has an active \$50,000 pledged to the Fund ("**Qualified Elizabeth McMaster Circle Member**") will also have the opportunity to review a certain number of Community Charities nominated and score the various Community Charities. The criteria of the number of Community Charities to be reviewed and shortlisted by the Elizabeth McMaster Circle members will be announced prior to the nominating period. Instructions on how to score and the dates the scoring is due will be provided in advance to the Qualified Elizabeth McMaster Circle Members. If a Qualified Elizabeth McMaster Circle Member does not submit their score, they forfeit their opportunity to score the Community Charity for that year. A certain number of Community Charity(ies) with the highest scores as determined by Elizabeth McMaster Circle members will be brought forward to the **SickKidsWomenPowered** membership. Each **SickKidsWomenPowered member** will then get to vote and the charity(ies) with the most votes will be recommended to SKCGF as the recipient(s) of the Fund's annual grant(s). In the event of a tie, the casting vote will be made by the President and CEO of SKCGF.

Please note that these criteria may be revised from time to time by SickKids Foundation and/or SKCGF and any revisions to the SickKidsWomenPowered Program, including the process to nominate and select a Community Charity to receive a grant, will be communicated to you.

5. Recognition

In acknowledgement of your generosity, SKCGF and SickKids Foundation will be pleased to recognize you in the following ways pursuant to SickKids Foundation policies and practices on donor recognition (the “**Recognition**”):

- a) SickKids Foundation will provide you name recognition on SickKids Foundation's donor wall if cumulative donation amounts reach a certain level (currently individual donors are recognized when cumulative donations are at least \$25,000 and corporate donors are recognized when cumulative donations are at least \$50,000); and
- b) As a recognized child health supporter, you will receive relevant SickKids communications.

6. Default is for the Fund to be Fully Expendable

The parties agree that no portion of the Fund is to be endowed and therefore the Fund will not be allocated any income or loss. For clarity, no investment loss shall ever be attributed to the Fund and the only decrease of monies from the Fund will be due to charitable grants and the Administration Fee set out in this Agreement.

7. Reporting

Subject to SKCGF's or SickKids Foundation's policies on reporting, a financial statement of the Fund and an activity report on the use of capital from the Fund will be made available to you, from time to time.

8. Trade-Marks

(a) The donor hereby grants to SickKids Foundation, The Hospital for Sick Children (the “**Hospital**”) and SKCGF, for the two-year term of this Agreement, a non-transferable, non-exclusive, revocable, royalty-free license to use, reproduce and publicly display the trade-marks, logos, trade dress or copyright works of the donor (or its licensors) as set out in this Agreement (collectively the “**Donor Licensed Marks**”). SickKids Foundation, the Hospital and/or SKCGF must obtain the prior written approval of the donor before each use of the Donor Licensed Marks. Every use or display by SickKids Foundation, the Hospital and/or SKCGF of the Donor Licensed Marks will enure to the benefit of the donor (or its licensors) be in a form and style acceptable to the donor and shall bear a notice of ownership thereof and such other markings as are reasonably necessary to preserve the goodwill in and validity of such Donor Licensed Marks. This Agreement does not convey to SickKids Foundation, the Hospital and/or SKCGF any right, title or interest in the Donor Licensed Marks. SickKids Foundation, the Hospital and SKCGF shall not take any action that would in any way impair the proprietary rights of the donor (or its licensors) in the Donor Licensed Marks. The donor represents and warrants that it is the owner and/or authorized licensee of the Donor Licensed Marks.

(b) SickKids Foundation and Hospital hereby grant to the donor, for the two-year term of this Agreement, a non-transferable, non-exclusive, revocable, royalty-free license to use, reproduce and publicly display the trade-marks, logos, trade dress or copyright works of SickKids Foundation and Hospital as set out in this Agreement (collectively the “**SickKids Licensed Marks**”). The donor must obtain the prior written approval of SickKids Foundation and Hospital before each use of the SickKids Licensed Marks. Every use or display by the donor of the SickKids Licensed Marks will enure to the benefit of SickKids Foundation and Hospital (or its licensors) be in a form and style acceptable to SickKids Foundation and Hospital and shall bear a notice of ownership thereof and such other markings as are reasonably necessary to preserve the goodwill in and validity of such SickKids Licensed Marks. This Agreement does not convey to the donor any right, title or interest in the SickKids Licensed Marks. The donor shall not take any action that would in any way impair the proprietary rights of SickKids Foundation and Hospital (or its licensors) in the SickKids Licensed Marks. SickKids Foundation and the Hospital represents and warrants that it is the owner and/or authorized licensee of the SickKids Licensed Marks.

9. Administration Fee

A services fee will be assessed annually in accordance with SickKids Foundation's and SKCGF's Donor Advised Fund Policy, as amended from time to time (the current services fee is 0.75%). For any expendable donor advised funds, an administration fee (the current administration fee is a one-time 0.75% fee) is to be administered against any grant provided to a Community Charity. Grants made to a Community Charity other than SickKids Foundation may have their own designated giving policy and associated allocation

10. Termination

If one of us fails to meet our commitments outlined in this Agreement the other may terminate our obligations under this Agreement, then the non-defaulting party may terminate the obligations under this Agreement upon fourteen (14) days prior written notice, if during which time the defaulting party has not remedied the default. If a party fails to meet its obligations outlined in this Agreement, upon termination, unless otherwise agreed, and any Recognition may immediately be removed and/or shall cease. I acknowledge that the Fund may be closed at any time by SKCGF and that prior to such

closure any balance in the Fund will be granted by SKCGF toward a priority need of the Hospital, after a vote of the Qualified Elizabeth McMaster Circle Member.

11. Governing Law

This Agreement and the rights and obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (but without giving effect to any conflict of laws rules that may require the application of any of the laws of any other jurisdiction). The parties hereto agree that the Courts of Ontario shall have jurisdiction to entertain any action or other legal proceedings based on any provisions of this Agreement. Each party hereto does hereby attorn to the jurisdiction of the Courts of the Province of Ontario.

12. General Terms

(a) This Agreement is binding the parties and shall be to the benefit of both of us and our respective heirs, administrators, legal personal representatives, successors and permitted assigns. This Agreement comprises the entire agreement between the parties and any policy referenced in this Agreement may be updated or amended by SickKids Foundation and/or SKCGF. This Agreement may not be amended, modified or assigned unless signed in writing in advance by the parties.

(b) Any notice, request, consent or other communication which is required to be given pursuant to this Agreement will be in writing and will be sufficiently given or made if delivered or given, to the address as provided to the relevant party may from time to time advise. The current address for SKCGF is: SickKids Charitable Giving Fund, 525 University Ave. Suite 835, Toronto, ON, M5G 2L3 Attention: President and CEO. The current address for SKCGF to communicate with you pursuant to this Agreement is set out on the attached Pledge Form.



JULIET
SickKids patient

SickKids
VS

SickKids Foundation
525 University Ave, Suite 835
Toronto, ON M5G 2L3
sickkidsfoundation.com

Charitable Business Number:
10808 4419 RR0001