

MSK KINESIS FOUNDATION
DONOR AGREEMENT

This agreement is made on this ____ day of _____, 2020 and entered into
between:

(hereinafter called the Donor), and MSK KINESIS FOUNDATION, a Florida non Profit
Organization, 6 Liberty Square, Suite 2328, Boston, MA 02109, (herein after called
MSK).

The Donor agrees to transfer to MSK

_____ **(gift description including dollar amount)**

and a 2020 annual subscription as member of the Foundation:

The parties have executed this Agreement subject to the terms and conditions provided
on the next page.

MSK KINESIS FOUNDATION By:

DONOR:

1. GIFT. The Donor irrevocably gives, delivers, transfers and assigns to MSK all rights, title and interest in the property described above and understands that these assets shall become the property of MSK who shall have the sole legal right to determine their disposition. All gifts, bequests, and devises to this Fund are subject to acceptance by the Board of Directors on behalf of MSK and shall be irrevocable once accepted by MSK. An unrestricted gift to MSK may be used by MSK for any purpose at any time.

2. ADMINISTRATIVE PROVISIONS. Notwithstanding anything herein to the contrary, MSK shall hold all donations, and all contributions to the endowment funds, subject to the provisions of the applicable Florida laws and the Articles of Incorporation and Bylaws of MSK.

3. NOT A SEPARATE TRUST. All money and property donated to MSK on an unrestricted basis shall be held as part of the general assets of MSK. Any donation to MSK endowment funds shall be held as a restricted asset of MSK, but not segregated as a separate trust.

4. ACCOUNTING. The receipts and disbursements of the endowment funds shall be accounted for separately and apart from those of other gifts to MSK.

5. INVESTMENT OF FUNDS. MSK shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the endowment funds, including, but not limited to, the power to retain, invest, and reinvest the endowment funds and the power to commingle the assets of the endowment funds with those of other funds held by MSK for investment purposes.

6. COSTS OF THE FUND. It is understood and agreed that the endowment funds shall share a fair portion of the total investment and administrative costs of MSK in managing its investment funds. Those costs annually charged against the endowment funds, if any, shall be determined in accordance with the then current administrative contribution schedule identified by MSK as applicable to funds of this type. Any costs to MSK in accepting, transferring, or managing property donated to MSK for the endowment funds shall also be paid from the respective endowment fund.

MSK KINESIS FOUNDATION:

DONOR:_____

Date:_____

MSK KINESIS FOUNDATION
02109 mskkinesis@yahoo.com 6 Liberty Square, suite 2328, Boston, MA
+1.917.8219585

MSK KINESIS FOUNDATION

767 Arthur Godfrey Road

Miami Beach,FI 33140,USA

Bank: TD BANK NA

Account:4373916803

Routing:026013673

Swift:NRTHUS33XXX
