



COUNCIL on FOUNDATIONS

OUR PHILANTHROPY E-NEWSLETTER ADVERTISING RATES CARD

The Council on Foundations is a national nonprofit association of approximately 1,800 grantmaking foundations and corporations. As a leader in the nation's philanthropic sector, we strive to increase the effectiveness, stewardship, and accountability of philanthropy while providing our members with the services and support they need to succeed.

Advertising in the Council's monthly e-newsletter *Our Philanthropy* is a great way to reach more than 13,000 of the nation's highest ranking, most influential foundation leaders and grantmakers. Only two advertisements will appear in each edition of the newsletter. The following advertising options are available for 2012:

POSITION	CREATIVE REQUIREMENTS	1 QUARTER (3 issues)	2 QUARTERS (6 issues)	3 QUARTERS (9 issues)	4 QUARTERS (12 issues)
Premium Banner (first position)	188x188 pixel non-animated GIF, JPEG, TIFF, or PNG image with URL link	\$3,000 (\$1,000 per issue)	\$5,000 (\$833 per issue)	\$7,000 (\$777 per issue)	\$9,000 (\$750 per issue)
Standard Banner (second position)	188x188 pixel non-animated GIF, JPEG, TIFF, or PNG image with URL link	\$2,500 (\$833 per issue)	\$4,500 (\$750 per issue)	\$6,500 (\$722 per issue)	\$8,000 (\$666 per issue)



Premium Banner

Standard Banner

Council on Foundations members and other subscribers receive *Our Philanthropy* in the middle of every month. We need to receive your advertising reservation and materials on the following dates:

2012 ADVERTISING DEADLINES			
Issue date	Ad reservation	Ad materials	Received by subscribers
March	February 29	March 7	March 14
April	April 4	April 11	April 18
May	May 2	May 9	May 16
June	May 30	June 6	June 13
July	July 3	July 11	July 18
August	August 1	August 8	August 15
September	August 29	September 5	September 12
October	October 3	October 10	October 17
November	October 31	November 7	November 14
December	November 28	December 5	December 12

WHO READS OUR PHILANTHROPY?

Nearly 14,000 readers*, including...

2,200 foundation chief executives | 3,000 senior staff leaders | 3,500 board members

39 percent work in an organization with assets of more than \$100 million

38 percent work in an organization with assets up to \$100 million

23 percent work in an organization with assets up to \$10 million

6,000 work in community foundations

3,000 work in family foundations

3,000 work in independent foundations

2,000 are corporate foundation leaders and grantmakers

*Circulation is unaudited, approximate, and subject to change.

To reserve space in *Our Philanthropy*, please review the Insertion Order and Advertising Agreement and contact:

Laura K. Larson
Exhibits and Sponsorship Manager
laura.larson@cof.org
703-879-0705
2121 Crystal Drive, Suite 700
Arlington, Va. 22202

START ADVERTISING IN OUR PHILANTHROPY TODAY!

2121 Crystal Drive, Suite 700, Arlington, Va. 22202

ADVERTISING AGREEMENT

THIS AGREEMENT is made by and between the Council on Foundations, hereinafter referred to as "the Council," a nonprofit corporation and an organization exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, with its principal place of business at 2121 Crystal Drive, Suite 700, Arlington, Va.

22202, and _____

with its principal place of business at _____

hereinafter referred to as "Advertiser."

This Agreement includes these terms and conditions and all other provisions contained on the Advertising Rates Card.

SUBMISSION OF COPY

Advertiser shall provide the Council the advertising copy (the "Advertisement"), including all necessary artwork, by the due date and in the format set forth in the Advertising Rates Card. Advertisers who reserve space and fail to supply all necessary text, illustrations, graphics ("ad materials") in time for the due date are still liable for all costs, and the Council reserves the right to use ad materials from any previous Advertisements placed by Advertiser. Space reservation must be made by ad reservations due date for each issue. Cancellations or order changes are not accepted after due date. Advertisements not received by ad materials due date will not be subject to approval or revision by the Advertiser and/or its agency.

COPY ACCEPTANCE

Advertisements furnished by Advertiser shall be in a form acceptable to the Council and in accordance with specifications on the Council's current Rate Card. Acceptance of Advertisement is at the sole discretion of the Council. The Council reserves the right, without liability, to edit, cancel or reject any advertising it finds, in its sole discretion, to be inappropriate, misleading, or objectionable, regardless of whether such Advertisement previously was accepted by the Council. Advertisement is considered accepted only upon publication by the Council. All advertisements are accepted and published upon the representation that the Advertiser and/or its agency are authorized to publish the entire Advertisement and subject matter therein.

Advertiser understands the Council will place the word "Advertisement" in small type below the insertion.

ADVERTISING PRODUCTION

The Council reserves the right to adjust the size of ads that do not conform to required dimensions, exclude Advertisements from certain pages, and control position of all Advertisements.

ADVERTISER'S GUARANTEE

Advertiser represents and warrants to the Council that the Advertiser is the sole owner of the Advertisement, including advertising copy and related artwork or images, and all of the rights herein granted; that the Advertisement does not violate any copyright, trademark, proprietary or personal rights of others; and that the Advertisement is factually accurate and contains no matter that is libelous, defamatory, involves plagiarism, unauthorized use of a person's

name or photograph, or is otherwise unlawful or actionable. Advertiser shall indemnify and hold the Council harmless from any loss or damage, including attorneys' fees, incurred by the Council arising out of any claim or proceeding instituted on the grounds that the Advertisement infringes such rights, contains harmful matter or in any other way breaches the foregoing representations and warranties.

Advertiser and/or its agency grants the Council the right and license to use, reproduce, transmit, and distribute all creative materials supplied by or on behalf of Advertiser, including without limitation, all text, graphics, illustrations and photographs. Advertiser and/or its agency assume liability for all Advertisements they submit that are published by the Council.

RETURN OF MATERIALS

Final ad materials will be stored for twelve months and destroyed thereafter, unless written request for the return of materials is received prior to destruction.

COMPLIANCE

Advertiser shall comply with any and all state or federal laws governing solicitations and individual privacy information.

BILLING

All rates are subject to change. Advertiser is protected at the contract rate for 30 days after effective date of new rates. Advertiser shall prepay on new accounts. Subsequent insertions will be billed upon publication and payable upon receipt of invoice. Accounts not paid within thirty (30) days are subject to 1½ percent per month late fee. In the event an account is turned over to an agency or attorney for collection, Advertiser agrees to pay all collection fees, attorney fees, and court costs. Advertiser and/or its agency will be deemed delinquent if any invoices remain unpaid 45 days from date of original invoice. Entire amount owed on delinquent accounts by Advertiser and/or its agency is due and payable immediately, and the Council reserves the right to cancel Agreements and refuse to publish further advertising.

ERRORS AND OMISSIONS

Advertiser assumes responsibility for any errors in ad copy or ad materials supplied to the Council and approved by the Advertiser. The Advertiser and/or its agency are responsible for checking the accuracy of the proofs they receive. The Council will not be responsible for errors appearing in Advertisements that are placed too late for proofs to be submitted or for errors in Advertisements received after the ad materials due date. The Council shall make every reasonable attempt to avoid errors in production. The Council's sole liability for any error for which it might be responsible will not exceed the cost of the Advertisement for that insertion only. Claims for errors must be made in writing within 30 days of the issue date or date Advertisement is first published. In no event shall the Council be liable for incidental or consequential damages incurred by Advertiser in the event of any error or omission by the Council. The Council shall not be liable for any costs or damages if, for any reason, it fails to publish an advertisement or for delays in delivery and/or nondelivery in the event of an event or any condition beyond the control of the Council. The Council shall assume no liability for any technical malfunction, computer error, or loss of data or other injury, damage, or

disruption to advertisements or Web sites that is beyond the control of the Council.

CONFLICTING PROVISIONS

In the event of a conflict between the provisions of this Agreement and any other provision in any Advertiser or agency contract, insertion order, or copy instructions, it is agreed by the parties that this Agreement is controlling.

TERMINATION

This Agreement shall terminate after the last insertion is published, provided, however, that the Council may terminate this Agreement at any time if it ceases to publish the contracted publication or if the Advertiser otherwise breaches this Agreement.

WAIVER

Any waiver by the Council of any breach of this Agreement by Advertiser, or any default in payment by Advertiser, shall not be construed as a waiver of any prior or subsequent breach or default of the same or any other provision of this Agreement.

SEVERABILITY

In case any one or more of the provisions of this Agreement or any application thereof shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

ASSIGNABILITY

This Agreement is not assignable or transferable.

REMEDIES

All violations of this Agreement will be adjudicated in the Commonwealth of Virginia, Arlington County, and interpreted under Virginia law and applicable federal laws without regard to where this Agreement was executed. Venue for any judicial proceeding concerning enforcement of any provisions of this Agreement including any action of nonpayment shall be in Arlington County, Va.

ENTIRE AGREEMENT

This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

CHOICE OF LAW

The provisions of this Agreement shall be construed, administered, and enforced according to applicable federal law and the laws of the Commonwealth of Virginia to the extent not preempted.

The parties to this contract having read, understood and agreed to the provisions set forth herein, place their signatures below to indicate such. Each party signing this document attest that they are the authorized legal representative of the parties involved and have the authority to enter into said contract. This agreement takes effect only after receipt by the Council of a signed copy.

I understand that I am bound by the guidelines, deadlines, and rates published on the Council on Foundations' Advertising Rates Card and by the terms and conditions stated in this Advertising Agreement.

Print Name

Title

Date

Signature

Name of Organization/Advertiser

Please reserve the following (circle one):

Premium Banner 1 Quarter 2 Quarters 3 Quarters 4 Quarters Date: _____

Standard Banner 1 Quarter 2 Quarters 3 Quarters 4 Quarters Price: _____