

# DIVERSEY, INC. EDUCATIONAL MATCHING GRANT PROGRAM

## PROGRAM

Diversey, Inc. matches dollar for dollar contributions made to eligible educational institutions by eligible donors (up to \$3,000 for colleges and universities and a separate \$3,000 for primary and secondary schools). Such gifts, intended to support the primary objectives of these institutions, are subject to the following conditions:

## INDIVIDUALS ELIGIBLE TO PARTICIPATE

- Regular employees of Diversey, Inc. *Retirees*

## CONTRIBUTIONS

- Gifts must be personal contributions made directly to an eligible educational institution in either cash or marketable securities sent directly to the school. The value of securities for matching purposes will be determined by the last sale or published bid price on or before the day the gift was made.
- Gifts must be charitable contributions, i.e., made as a donation without expectation of personal benefit to donor, donor's family, or anyone designated by donor. The amount of the donor's gift would be the determining factor for donor recognition level, and not combined with Diversey Inc.'s match to achieve a higher recognition level.
- Pledges will not be matched until they are paid. Installment payments will be treated as separate contributions.
- Diversey, Inc. will match grants of a deferred nature such as:
  - a. Outright Bequests
  - b. Testamentary Bequests
  - c. Charitable Life Insurance
  - d. Charitable or Deferred Gift Annuities
  - e. Pooled Income Fund Agreements
  - f. Charitable Remainder Unitrusts or Annuity Trusts

The matching grant will be made at the time of transfer of funds to the eligible educational institution and will be made according to Diversey, Inc.'s Educational Matching Grant Agreement in effect at the time.

In the case of Life Income Agreements, the charitable remainder value rather than the face value of the agreement will be considered for matching. Bequests or devises of personal or real property will not be considered for matching. Should a testamentary gift involve more than one payment, matching payments will be made with respect to each single payment only at the time of transfer. The matching payments of Diversey, Inc. will be made as soon as practical after the time that the eligible institution receives a distribution from the decedent's estate.

## ELIGIBLE EDUCATIONAL INSTITUTIONS

To be eligible to receive matching funds, the educational institutions must be located within the US or one of its possessions and must be recognized by the Internal Revenue Service as tax-exempt, and designated a public charity under Section 501 (c)(3) of the IRS Code, or as an instrumentality of a state or local government as proved by Section 170 (c)(1) of the code:

- A tax-exempt educational fund (e.g., the United Negro College Fund, Wisconsin Foundation of Independent Colleges) will be considered if its sole purpose is to raise money for its constituent member colleges that individually are eligible under the plan.
- A tax-exempt fund, foundation or association that is an integral part of an approved college or university will be considered if the college or university certifies that the gift will be applied directly to support its primary educational objectives.

## Public or Private

1. Colleges and universities offering four-year degrees
2. Junior colleges and community colleges offering two-year degrees
3. Graduate or professional schools
4. Primary and secondary schools
5. Vocational, technical and specialized institutions, seminaries and theological schools, alumni funds, foundations and state or national associations whose exclusive purpose is the support of one or more of the above educational institutions.

## Which are:

- a. fully accredited by the appropriate regional or professional accrediting association, or
- b. provisionally certified by the accrediting association and working to meet the standards established for full accreditation,

## SPECIAL PROVISIONS

All educational grants are made in accordance with current applicable laws including the Internal Revenue Code, as amended, and the regulations issued thereunder. The educational institution warrants that it is not a private foundation but is an exempt organization with public charity status under Sections 501 (c)(3) and 509 (a)(1)-(4) of the Internal Revenue Code. The educational institution further warrants that the purpose of the grant will qualify as a charitable use under Section 170 (c) of the Internal Revenue Code and regulations issued thereunder. Diversey, Inc. educational grants must be used in the United States or one of its possessions.

## GIFTS THAT ARE NOT ELIGIBLE

- Dues payable to national or local alumni groups, classes, clubs, fraternities or sororities.
- Non-scholastic programs such as booster clubs.
- Payments that cover the cost of services, tuition, books student fees, subscriptions, insurance premiums, tickets or other considerations.
- Nursery, day-care or pre-kindergarten.
- Pledges, tithes or other church-related financial commitments where-by the donor would be relieved of these obligations by transference to an eligible institution.
- Support of a third-party organization (e.g., gifts made to eligible institutions that are used to offset financial obligations (tithes/dues) to ineligible organizations such as a church, temple, denominational group, athletic, social, religious, fraternal or membership organizations).

## HOW TO USE THE FORM

- The employee should complete Part A, verify by signing that the gift complies with the provisions of the program, and mail this form, with the gift to the institution.
- A financial or other authorized representative of the recipient institution should complete and countersign Part B, thereby certifying that the contribution has been received and complies with the program provisions.
- Applications must be received by Diversey, Inc. within one year of the date the gift is made.
- The \$3,000 limits apply to fiscal year (January 1 - December 31). The date the gift is made is the date that determines the fiscal year in which the gift is applied. Verification of gift matches must be made within one year of the match date.

## ADMINISTRATIVE CONDITIONS

All questions as to the interpretation, application and administration of the provisions of this program shall be resolved by Diversey, Inc. Their decisions will be considered final. Modifications to the program may be made at any time by Diversey, Inc. Diversey, Inc. may suspend, change or terminate this program at any time. Donors and/or donees may be requested to supply supporting records and documentation Diversey, Inc. considers necessary. The interpretation, application and administration of these Educational Matching Grant Program provisions shall be determined solely by Diversey, Inc. whose decision shall be final. Diversey, Inc.'s obligations to make contributions are subject at all times to Diversey, Inc. having available adequate funds to match the contributions. Diversey, Inc. reserves the right at its discretion, to allocate available resources in any manner they elect in the event adequate funds are not available to match all qualifying contributions in any year. Donors may designate their own gifts for restricted purposes; however, Diversey Inc.'s Educational Matching Grants are unrestricted as to the institution's use and are intended to help meet the educational needs of the school.

The institution should forward the entire form to:

Diversey, Inc.  
Educational Matching Grant Program  
8310 - 16<sup>th</sup> Street  
MS: 176  
Sturtevant, WI 53177

Diversey, Inc. determines eligibility of the individual, the donation, and the institution, and authorizes payment of the Educational Matching Grant.