

Response to:
Department of the Treasury
Internal Revenue Service
Letter 1312
Dated: February 1 2007

The following responses are numbered in sequence to those in the attached Internal Revenue Service letter 1312. Some responses may be found in attachments as noted.

1. We operate on a calendar year beginning January 1 and ending December 31.
2. We agree with the effective date of May 1, 2006.
3. See: **Attachment Three (3).**
4. SNEC has one continuous project and several events each year.
 - Most of the activities are heavily supported by volunteers and:
 - The continuous project is to make available and maintain the Applewhite dictionary on the internet. This project will be funded by solicited contributions.
 - In mid summer each year SNEC runs a workshop. This event is funded by charging attendees a fee to cover the cost of the event.
 - Once a year SNEC conducts a Symposium. This event is funded by charging attendees a fee to cover the cost of the event.
 - Periodically SNEC sponsors SIG (Special Interest Group) meetings. The events are funded by the individuals attending the meetings.
 - Other meetings and or events will be funded in a similar manner.
 - As the organization grows, SNEC will probably institute a membership fee. However, no plan to do so in the near future is being considered.
5. At the present time the SNEC officers consist of all volunteers. As the organization grows in responsibility and the need arises for a full time person or persons to carry out its business, a Director and other personnel may receive payment, at that time a **conflict of interest policy** will be adopted.
6. See: **Attachment Six (6).**
7. See: **Attachment Seven (7).**
8. See: **Attachment Eight (8) and Nine (9).** The only fundraising solicitation that SNEC have engaged in to date is 'The Applewhite Internet Synergetics Dictionary Project. The financial sponsor of the effort is the Buckminster Fuller Institute (BFI) and our involvement is described in Attachment Nine (9). We do plan to engage in other fundraising solicitations as checked in Question 4a under

Part VIII on Page 6 of the Form 2013 application in the future, but have not yet started to define any projects requiring solicitations.

9. See: **Attachment Nine (9)**.
10. See: **Attachment Ten (10)**. Individual presenters at The SNEC Seminars and Workshops prepare materials that may be published by SNEC. The author retains the **intellectual property** rights to their material and gives copyright permission to SNEC to publish their material for distribution and sale. A release form is requested of each presenter. To date materials have been distributed to attendees at no cost. In the future SNEC may make some materials available for further distribution. At that time SNEC will investigate and set a fee schedule.
11. The Buckminster Fuller Institute (BFI), (<http://www.bfi.org>) will work with SNEC on projects of common interest. Also, some of the board members are on both organizations boards.
12. See: **Attachment Twelve (12)** which consists of a complete copy of income records of the SNEC ledger book entries in the time period from 2003 to 2005.
13. At this time in the history of the organization no fee is required for membership. Those individuals who attend the organization's events are considered members and those who indicate their interest through the Web site are also considered members.
14. The entirety of our income (see Attachment Twelve (12)) has been in the form of admissions to the SNEC events. SNEC expect to receive income in the form of gifts, grants and contributions in the future, but have not received any income for these purposes to date. Therefore SNEC left line 1 on page 9 of form 2013 application blank to indicate zero (0) dollars received.
15. See: **Attachment Fourteen (15)** which consist of a complete copy of expense records from the SNEC ledger book entries in the time period of 2003 to 2005.
16. 4Th period end 2005
17. See: **Attachment Seventeen (17)**.

Attachment Three (3).

The specific objectives and purposes of this association shall be: to educate and encourage research and understanding of the principles of Synergetics. R. Buckminster Fuller describes those principles in his two volume set of books *Synergetics and Synergetics 2*. Synergetics Collaborative (SNEC) was founded to educate and encourage others to continue the search he started.

The Genesis of SNEC, as for many phenomena in Universe, was the confluence of many factors. One thread was a meeting in New York at the Noguchi Gallery shortly after R. Buckminster Fullers Archives was acquired by Stanford University. Present at that meeting were Joseph Clinton, Russell Chu, Shoji Sadao, Thomas Zung, Ed Applewhite and Stuart Quimby. At the end of the meeting Ed Applewhite pointed out that an organization should be formed to bring together a diverse group of people with an interest in Buckminster Fuller's Synergetics in face-to-face workshops, symposia, seminars, pow-wows, and other meetings to educate and encourage research and understanding of the many facets of Synergetics, its methods and principles.

About a year after the New York discussion another thread presented itself by Russell Chu's move to Falls Church, VA. Another influence has been Joeseph Clinton's retirement and more visible return to Synergetics issues. From a different direction, have been the geometrical studies of CJ Fearnley and Jeannie Moberly. These influences began to come together at the meeting of Fearnley, Moberly, Clinton, Marvin Solit, and David Lovler at the 2002 Bridges: Mathematical Connections In Art, Music, And Science Conference. Kirby Urner provided a critical link by suggesting to CJ Fearnley that he contact Russell Chu which led directly to the meeting on August 24th, 2002, in Upper Darby, PA.

The second (private) SNEC meeting was held on the 5th and 6th of October 2002 in Falls Church, VA. Originally we intended the meeting to be the group that met in Upper Darby plus Ed Applewhite. But 12 people were physically present coming from as far away as Japan, California, Oregon, New York, Pennsylvania, and Massachusetts, plus John Graham joined via the Internet (call it "12 around one" or a Vector Equilibrium as a Synergeticist might say). We realized that we had found an unfulfilled need in Universe and immediately set about to organize the first public SNEC meeting which was held during the weekend of January 25 and 26, 2003 in Tivoli, NY.

A web site For SNEC was created <http://www.snec.synergeticists.org/>

- 1. Through a volunteer network in the past few years SNEC has held:**

- January 2003 _A Symposium in Tivoli, New York: *A Fuller Explanation: Building on Amy Edmonson's Explanation of Synergetic Geometry of R. Buckminster Fuller.*
- October 2003 _A Conference presentation to the SUNY Oswego, New York, Annual Fall Technology Conference: *Domes and Synergetics in Technical Education.*
- June 2003 _A Workshop at SUNY Oswego, New York: *Buckminster Fuller's Geodesic Structures.*
- March 2004 _A Symposium at George Washington University, Washington DC: *Cosmic Fishing: Exploring Buckminster Fuller's Synergetics.*
- July 2004 _A Workshop at SUNY Oswego, New York: *Tensegrity Structures.*
- January 2005 _A SIG at Mt. Airy, MD: *Field Structures Theory.* A web site was formed for the SIG (special interest group), <http://fieldstructure.org/>
- July 2005 _A Workshop at SUNY Oswego, New York: *Structure.*
- November 2005 _A Symposium at the Noguchi Gallery, New York: *Synergetics in the Arts.*
- August 2006 _A Workshop at SUNY Oswego, New York: *Living Structures.*
- During 2005,6, and 7 SNEC began scanning the Applewhite Dictionary in preparation for placing it on the internet.
- Periodically SNEC honors a individual for their outstanding contribution to the study of Synergetics by presenting them with a "Cosmic Fishing" Award.

2. Presently SNEC is preparing for:

- A workshop to be held in the summer of 2007 at SUNY Oswego, New York.
- A Symposium to be held in November 2007 at The Rhold Island School of Design on Synergetics and Morphology.
- Through 2007 SNEC will continue to encourage SIG Seminars by its members.
- SNEC will continue with the Internet Applewhite Dictionary project through 2007 and beyond.

3. Future plans for SNEC will include:

- SNEC will continue offering Workshops, Seminars, and Symposium.
- SNEC will continue efforts on maintaining the Internet Applewhite Dictionary project.
- SNEC will continue to encourage research into Synergetics.
- SNEC will expand its membership base.
- SNEC will make available educational materials it has been collecting through its Workshops and Symposium for educational purposes.

See separate attachments labeled Attachment Three (3a) "Past Activities of SNEC."

Attachment Three (3a).

Past Activities of SNEC

- **Example of “Cosmic Fishing” Award.**
- **Examples of SNEC Web site (<http://www.snec.synergeticists.org/>) materials and event reports.**
- **Example of Workshop material available from SNEC (on CD ROM.)**

Attachment Six (6).

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Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☒ Yes ☐ No

e Do you or will you approve compensation arrangements based on information about compensation paid by similarly situated taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ Yes ☐ No

f Do you or will you record in writing both the information on which you relied to base your decision and its source? ☒ Yes ☐ No

g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is reasonable for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.

5a Have you adopted a conflict of interest policy consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☐ Yes ☒ No

b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?

c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?

Note: A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.

6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☒ No

b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☒ No

7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine that you pay no more than fair market value. Attach copies of any written contracts or other agreements relating to such purchases. ☐ Yes ☒ No

b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ Yes ☒ No

8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☐ Yes ☒ No

b Describe any written or oral arrangements that you made or intend to make.

c Identify with whom you have or will have such arrangements.

d Explain how the terms are or will be negotiated at arm's length.

e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.

f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.

9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☐ Yes ☒ No

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Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- d Do you or will you record in writing the decision made by each individual who decided or voted on compensation arrangements? ☒ Yes ☐ No
- e Do you or will you approve compensation arrangements based on information about compensation paid by **similarly situated** taxable or tax-exempt organizations for similar services, current compensation surveys compiled by independent firms, or actual written offers from similarly situated organizations? Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☒ Yes ☐ No
- f Do you or will you record in writing both the information on which you relied to base your decision and its source? ☒ Yes ☐ No
- g If you answered "No" to any item on lines 4a through 4f, describe how you set compensation that is **reasonable** for your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c.
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- 5a Have you adopted a **conflict of interest policy** consistent with the sample conflict of interest policy in Appendix A to the instructions? If "Yes," provide a copy of the policy and explain how the policy has been adopted, such as by resolution of your governing board. If "No," answer lines 5b and 5c. ☐ Yes ☒ No
- b What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you for setting their own compensation?
- c What procedures will you follow to assure that persons who have a conflict of interest will not have influence over you regarding business deals with themselves?
- Note:** A conflict of interest policy is recommended though it is not required to obtain exemption. Hospitals, see Schedule C, Section I, line 14.
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- 6a Do you or will you compensate any of your officers, directors, trustees, highest compensated employees, and highest compensated independent contractors listed in lines 1a, 1b, or 1c through **non-fixed payments**, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are determined, who is eligible for such arrangements, whether you place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☒ No
- b Do you or will you compensate any of your employees, other than your officers, directors, trustees, or your five highest compensated employees who receive or will receive compensation of more than \$50,000 per year, through non-fixed payments, such as discretionary bonuses or revenue-based payments? If "Yes," describe all non-fixed compensation arrangements, including how the amounts are or will be determined, who is or will be eligible for such arrangements, whether you place or will place a limitation on total compensation, and how you determine or will determine that you pay no more than reasonable compensation for services. Refer to the instructions for Part V, lines 1a, 1b, and 1c, for information on what to include as compensation. ☐ Yes ☒ No
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- 7a Do you or will you purchase any goods, services, or assets from any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such purchase that you made or intend to make, from whom you make or will make such purchases, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine that you pay no more than **fair market value**. Attach copies of any written contracts or other agreements relating to such purchases. ☐ Yes ☒ No
- b Do you or will you sell any goods, services, or assets to any of your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," describe any such sales that you made or intend to make, to whom you make or will make such sales, how the terms are or will be negotiated at **arm's length**, and explain how you determine or will determine you are or will be paid at least fair market value. Attach copies of any written contracts or other agreements relating to such sales. ☐ Yes ☒ No
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- 8a Do you or will you have any leases, contracts, loans, or other agreements with your officers, directors, trustees, highest compensated employees, or highest compensated independent contractors listed in lines 1a, 1b, or 1c? If "Yes," provide the information requested in lines 8b through 8f. ☐ Yes ☒ No
- b Describe any written or oral arrangements that you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine you pay no more than fair market value or you are paid at least fair market value.
- f Attach copies of any signed leases, contracts, loans, or other agreements relating to such arrangements.
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- 9a Do you or will you have any leases, contracts, loans, or other agreements with any organization in which any of your officers, directors, or trustees are also officers, directors, or trustees, or in which any individual officer, director, or trustee owns more than a 35% interest? If "Yes," provide the information requested in lines 9b through 9f. ☐ Yes ☒ No

Attachment Seven (7).

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Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past, present, and planned* activities. (See instructions.)

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. ☒ Yes ☐ No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. ☒ Yes ☐ No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ☐ Yes ☒ No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ☒ Yes ☐ No

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1 Are you a successor to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. ☐ Yes ☒ No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. ☐ Yes ☒ No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past, present, and planned* activities. (See instructions.)

- 1 Do you support or oppose candidates in political campaigns in any way? If "Yes," explain. ☐ Yes ☒ No
- 2a Do you attempt to influence legislation? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. ☐ Yes ☒ No
- b Have you made or are you making an election to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. ☐ Yes ☒ No
- 3a Do you or will you operate bingo or gaming activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. ☐ Yes ☒ No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. ☐ Yes ☒ No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

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Part V Compensation and Other Financial Arrangements With Your Officers, Directors, Trustees, Employees, and Independent Contractors (Continued)

- b Describe any written or oral arrangements you made or intend to make.
- c Identify with whom you have or will have such arrangements.
- d Explain how the terms are or will be negotiated at arm's length.
- e Explain how you determine or will determine you pay no more than fair market value or that you are paid at least fair market value.
- f Attach a copy of any signed leases, contracts, loans, or other agreements relating to such arrangements.

Part VI Your Members and Other Individuals and Organizations That Receive Benefits From You

The following "Yes" or "No" questions relate to goods, services, and funds you provide to individuals and organizations as part of your activities. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1a In carrying out your exempt purposes, do you provide goods, services, or funds to individuals? If "Yes," describe each program that provides goods, services, or funds to individuals. ☒ Yes ☐ No
- b In carrying out your exempt purposes, do you provide goods, services, or funds to organizations? If "Yes," describe each program that provides goods, services, or funds to organizations. ☒ Yes ☐ No
- 2 Do any of your programs limit the provision of goods, services, or funds to a specific individual or group of specific individuals? For example, answer "Yes," if goods, services, or funds are provided only for a particular individual, your members, individuals who work for a particular employer, or graduates of a particular school. If "Yes," explain the limitation and how recipients are selected for each program. ☐ Yes ☒ No
- 3 Do any individuals who receive goods, services, or funds through your programs have a family or business relationship with any officer, director, trustee, or with any of your highest compensated employees or highest compensated independent contractors listed in Part V, lines 1a, 1b, and 1c? If "Yes," explain how these related individuals are eligible for goods, services, or funds. ☒ Yes ☐ No

Part VII Your History

The following "Yes" or "No" questions relate to your history. (See instructions.)

- 1 Are you a **successor** to another organization? Answer "Yes," if you have taken or will take over the activities of another organization; you took over 25% or more of the fair market value of the net assets of another organization; or you were established upon the conversion of an organization from for-profit to non-profit status. If "Yes," complete Schedule G. ☐ Yes ☒ No
- 2 Are you submitting this application more than 27 months after the end of the month in which you were legally formed? If "Yes," complete Schedule E. ☐ Yes ☒ No

Part VIII Your Specific Activities

The following "Yes" or "No" questions relate to specific activities that you may conduct. Check the appropriate box. Your answers should pertain to *past*, *present*, and *planned* activities. (See instructions.)

- 1 Do you support or oppose candidates in **political campaigns** in any way? If "Yes," explain. ☐ Yes ☒ No
- 2a Do you attempt to **influence legislation**? If "Yes," explain how you attempt to influence legislation and complete line 2b. If "No," go to line 3a. ☐ Yes ☒ No
- b Have you made or are you making an **election** to have your legislative activities measured by expenditures by filing Form 5768? If "Yes," attach a copy of the Form 5768 that was already filed or attach a completed Form 5768 that you are filing with this application. If "No," describe whether your attempts to influence legislation are a substantial part of your activities. Include the time and money spent on your attempts to influence legislation as compared to your total activities. ☐ Yes ☒ No
- 3a Do you or will you operate bingo or **gaming** activities? If "Yes," describe who conducts them, and list all revenue received or expected to be received and expenses paid or expected to be paid in operating these activities. **Revenue and expenses** should be provided for the time periods specified in Part IX, Financial Data. ☐ Yes ☒ No
- b Do you or will you enter into contracts or other agreements with individuals or organizations to conduct bingo or gaming for you? If "Yes," describe any written or oral arrangements that you made or intend to make, identify with whom you have or will have such arrangements, explain how the terms are or will be negotiated at arm's length, and explain how you determine or will determine you pay no more than fair market value or you will be paid at least fair market value. Attach copies or any written contracts or other agreements relating to such arrangements. ☐ Yes ☒ No
- c List the states and local jurisdictions, including Indian Reservations, in which you conduct or will conduct gaming or bingo.

Attachment Eight (8).

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Part VIII Your Specific Activities (Continued)

4a Do you or will you undertake fundraising? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) ☒ Yes ☐ No

<input checked="" type="checkbox"/> mail solicitations	<input checked="" type="checkbox"/> phone solicitations
<input checked="" type="checkbox"/> email solicitations	<input checked="" type="checkbox"/> accept donations on your website
<input checked="" type="checkbox"/> personal solicitations	<input checked="" type="checkbox"/> receive donations from another organization's website
<input type="checkbox"/> vehicle, boat, plane, or similar donations	<input checked="" type="checkbox"/> government grant solicitations
<input checked="" type="checkbox"/> foundation grant solicitations	<input type="checkbox"/> Other

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☒ Yes ☐ No

c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ Yes ☒ No

d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ Yes ☒ No

5 Are you affiliated with a governmental unit? If "Yes," explain. ☐ Yes ☒ No

6a Do you or will you engage in economic development? If "Yes," describe your program. ☐ Yes ☒ No

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

7a Do or will persons other than your employees or volunteers develop your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☐ Yes ☒ No

b Do or will persons other than your employees or volunteers manage your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☐ Yes ☒ No

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into joint ventures, including partnerships or limited liability companies treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ Yes ☒ No

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ Yes ☒ No

b Do you provide child care so that parents or caretakers of children you care for can be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

c Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☐ Yes ☐ No

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other intellectual property? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☒ Yes ☐ No

Part VIII Your Specific Activities (Continued)

4a Do you or will you undertake **fundraising**? If "Yes," check all the fundraising programs you do or will conduct. (See instructions.) ☒ **Yes** ☐ **No**

☒ mail solicitations

☒ email solicitations

☒ personal solicitations

☐ vehicle, boat, plane, or similar donations

☒ foundation grant solicitations

☒ phone solicitations

☒ accept donations on your website

☒ receive donations from another organization's website

☒ government grant solicitations

☐ Other

Attach a description of each fundraising program.

b Do you or will you have written or oral contracts with any individuals or organizations to raise funds for you? If "Yes," describe these activities. Include all revenue and expenses from these activities and state who conducts them. Revenue and expenses should be provided for the time periods specified in Part IX, Financial Data. Also, attach a copy of any contracts or agreements. ☒ **Yes** ☐ **No**

c Do you or will you engage in fundraising activities for other organizations? If "Yes," describe these arrangements. Include a description of the organizations for which you raise funds and attach copies of all contracts or agreements. ☐ **Yes** ☒ **No**

d List all states and local jurisdictions in which you conduct fundraising. For each state or local jurisdiction listed, specify whether you fundraise for your own organization, you fundraise for another organization, or another organization fundraises for you.

e Do you or will you maintain separate accounts for any contributor under which the contributor has the right to advise on the use or distribution of funds? Answer "Yes" if the donor may provide advice on the types of investments, distributions from the types of investments, or the distribution from the donor's contribution account. If "Yes," describe this program, including the type of advice that may be provided and submit copies of any written materials provided to donors. ☐ **Yes** ☒ **No**

5 Are you **affiliated** with a governmental unit? If "Yes," explain. ☐ **Yes** ☒ **No**

6a Do you or will you engage in **economic development**? If "Yes," describe your program. ☐ **Yes** ☒ **No**

b Describe in full who benefits from your economic development activities and how the activities promote exempt purposes.

7a Do or will persons other than your employees or volunteers **develop** your facilities? If "Yes," describe each facility, the role of the developer, and any business or family relationship(s) between the developer and your officers, directors, or trustees. ☐ **Yes** ☒ **No**

b Do or will persons other than your employees or volunteers **manage** your activities or facilities? If "Yes," describe each activity and facility, the role of the manager, and any business or family relationship(s) between the manager and your officers, directors, or trustees. ☐ **Yes** ☒ **No**

c If there is a business or family relationship between any manager or developer and your officers, directors, or trustees, identify the individuals, explain the relationship, describe how contracts are negotiated at arm's length so that you pay no more than fair market value, and submit a copy of any contracts or other agreements.

8 Do you or will you enter into **joint ventures**, including partnerships or **limited liability companies** treated as partnerships, in which you share profits and losses with partners other than section 501(c)(3) organizations? If "Yes," describe the activities of these joint ventures in which you participate. ☐ **Yes** ☒ **No**

9a Are you applying for exemption as a childcare organization under section 501(k)? If "Yes," answer lines 9b through 9d. If "No," go to line 10. ☐ **Yes** ☒ **No**

b Do you provide child care so that parents or caretakers of children you care for can be **gainfully employed** (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

c Of the children for whom you provide child care, are 85% or more of them cared for by you to enable their parents or caretakers to be gainfully employed (see instructions)? If "No," explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

d Are your services available to the general public? If "No," describe the specific group of people for whom your activities are available. Also, see the instructions and explain how you qualify as a childcare organization described in section 501(k). ☐ **Yes** ☐ **No**

10 Do you or will you publish, own, or have rights in music, literature, tapes, artworks, choreography, scientific discoveries, or other **intellectual property**? If "Yes," explain. Describe who owns or will own any copyrights, patents, or trademarks, whether fees are or will be charged, how the fees are determined, and how any items are or will be produced, distributed, and marketed. ☒ **Yes** ☐ **No**

Attachment Nine (9).

**FISCAL SPONSORSHIP AGREEMENT
For the
The Applewhite Internet Synergetics Dictionary (Project)**



This agreement is made by and between **The Buckminster Fuller Institute**, the Fiscal custodian (herein after referred to as **BFI**), and **The Synergetics Collaborative** (herein after referred to as **SNEC**). **BFI** is a Delaware not-for-profit corporation located in **Brooklyn, New York**, qualified as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC) and classified as a public charity under IRC Sections 509(a)(1) and 170(b)(1)(A)(vi).

RECITALS

- A. BFI's Board of Directors has approved the establishment of a restricted fund to receive donations of cash and other property earmarked for support of the Project known as **The Applewhite Internet Synergetics Dictionary** (herein after referred to as **Project**), and to make disbursements in furtherance of the Project's mission. At the time of this agreement, **The Synergetics Collaborative** is an unincorporated association under the name **SNEC** who will manage the affairs of the Project. BFI's Board has determined that the objectives for which the Project is being established are consistent with and shall further the educational goals of BFI.
- B. Currently the principle office of the Project is located at **SNEC, 240 Copley Road, Upper Darby, PA.**

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Term of Agreement.

On 1 March 2005 BFI shall assume fiscal operation of the Project, which fiscal operation shall continue in effect until termination as provided in Paragraph 5 below.

2. Project Activities and Sponsorship Policies.

All, processing and acknowledgement of cash and non-cash revenue items, accounts payable and receivable, disbursements of Project funds (including grants), and other activities planned by the Project shall be the ultimate responsibility of BFI and shall be conducted in the name of BFI & SNEC, beginning on the effective date. Unless otherwise agreed, and subject to their consent, all personnel to be compensated for working on the Project shall become at-will employees of BFI or SNEC or, if qualified as such, as independent contractors. All such employees and contractors shall be subject to the same personnel policies and benefits as apply to all employees and contractors of BFI or SNEC and shall be subject to all applicable laws.

Unless otherwise agreed, while this Agreement is in effect, any tangible or intangible property, including copyrights, obtained or created in connection with the Project shall be the property of BFI; however, it is understood and agreed that all such assets are held by BFI on behalf of the Project and that BFI shall transfer all such

assets on behalf of the Project, subject to fees or other amounts owed by the Project to SNEC, or any other qualified charitable organization identified by the Project, upon termination of this agreement as provided for in Paragraph 5 below. SNEC agrees that BFI shall receive an administrative fee of 5% of any funds or assets contributed to the Project, or revenues earned by the Project, during the period that this agreement is in effect.

The Project shall be managed by SNEC. SNEC shall provide BFI with a program plan for implementing and managing the Project. All community programs, public information work, fundraising events, negotiation of leases and contracts, shall be managed by SNEC. All acknowledgement of cash and non-cash revenue items shall be the responsibility of SNEC. The initial representative of SNEC to BFI, with authorization to make recommendations and/or decisions on behalf of the Project, shall be Joseph D. Clinton. BFI shall rely upon communication in writing from Joseph D. Clinton or other SNEC approved representative should SNEC decide to designate a substitute or successor representative. All decisions of the Project shall be jointly decided by BFI and SNEC.

3. Restricted Fund/Variance Power.

Beginning on the effective date, BFI shall place all gifts, grants, contributions, and other revenues by BFI and/or SNEC identified with the Project into a restricted fund to be used for the sole benefit of the Project's mission of publishing *The Applewhite Internet Synergetics Dictionary* on the Internet. The parties agree that all money and the fair market value of all property, in the restricted fund be reported as income of BFI, both for tax purposes and for purposes of BFI's financial statements. It is the intent of the parties that this Agreement be interpreted to provide BFI with variance powers necessary to enable BFI to treat the restricted fund as BFI's asset in accordance with Interpretation No. 42 of Statement No. 116 issued by the Financial Standards Board, while this Agreement is in effect.

4. Restricted Fund Management/Performance of Charitable Purposes.

All of the assets received by BFI under the terms of this Agreement shall be devoted to the purposes of the Project, within the tax-exempt purposes of BFI and shall be consistent with IRC Section 501(c) (3).

5. Termination.

Either BFI or SNEC may terminate this Agreement on 30 day's written notice to the other party, so long as another qualified organization is willing to sponsor the Project and accept assets of the Project, subject again to any unpaid administrative fees owed by the Project to BFI. A qualified organization shall be limited to a tax-exempt entity under IRC Section 501c3, and is not classified as a private foundation under Section 509(a). If a Successor is found, the balance of assets in BFI's restricted fund for the Project, together with any other assets held or liabilities incurred by BFI in connection with the Project shall be transferred to the Successor. If no Successor is found, BFI shall transfer the Project's net assets, subject to any liabilities, to a

qualified organization recommended by SNEC; if no qualified organization is recommended in writing to BFI by SNEC by the end of the 30 day period, then BFI shall be free to dispose of the assets in any manner consistent with applicable tax and charitable trust laws.

6. Miscellaneous.

In the event of any controversy, claim, or dispute between the parties arising out of or related to the Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorney's fees and costs of sustaining its position. Each provision of the Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York. Time is of the essence of the Agreement and of each and every provision hereof.

7. Arbitration.

In the event of any dispute under this Agreement, the parties shall attempt to resolve the matter themselves in an amicable manner. Failing such resolution, any dispute under this Agreement shall be resolved by binding arbitration in the State of New York in accordance with commercial arbitration rules of the Judicial Arbitration and Mediation Services (JAMS) then in effect, or any other rules mutually agreed to by the parties. Any award or order made in any such arbitration may be entered as a judgment in a court of competent jurisdiction. Any dispute, and the resolution thereof in any manner, shall be and remain confidential information, and all parties shall protect the confidential information from public disclosure, using any and all reasonable legal and technical means.

8. Entire Agreement.

This Agreement constitutes the only agreement and supercedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto, are a material part of this Agreement and are incorporated by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Agreement effective on the (DATE OF SIGNING):

The Buckminster Fuller Institute (BFI):

By: [Signature]
Dated: 2/20/05

Title: Director of Operations

Synergetics Collaborative (SNEC)

By: Christopher J. Acosta
Dated: 10/9/05

Title: Executive Director

Attachment Ten (10).

- **A typical release form for presenters:**

SNEC Synergetics in the Arts Symposium November 19th and 20th 2005

CONSENT AND RELEASE FORM

In connection with the Synergetics in the Arts Symposium (SAS) held at the Isamu Noguchi Museum on November 19th and 20th 2005, Monterey Digital (MD) with the permission of The Synergetics Collaborative (SNEC) is producing a set of DVDs (the SAS DVD project) to document the entire 2 day Symposium.

In order to be recorded and to include your presentation on the DVD/s, please read and sign this release:

I consent and grant permission to MD and SNEC to have my likeness, voice and presentation content audio and video tape recorded at the Synergetics in the Arts Symposium held at the Isamu Noguchi Museum on November 19th and 20th 2005.

I consent and grant permission to MD and SNEC to have my likeness, voice and presentation content as recorded at the Synergetics in the Arts Symposium to be reproduced, edited and published on a DVD/s, (or any other digital media that may replace the DVD format in the future). I understand that the SAS DVD Project will be produced for purposes of historical archive, exhibition and or trade.

I have now or promise to secure if needed, the permission to use any 3rd party material used in my presentation, so that it can also be used for inclusion in the SAS DVD Project.

For myself, my heirs, executors, representatives, successors, and assigns, I hereby release and hold harmless Monterey Digital and SNEC and others acting on their behalf in connection with the SAS DVD project from any and all claims, demands, actions, causes of action of whatever kind, liabilities, injuries or damages actually or allegedly arising out of the publication, use, transcription, duplication, exhibition, display, modification, or editing of my recorded presentation at the Synergetics in the Arts Symposium held at the Isamu Noguchi Museum on November 19th and 20th 2005.

I hereby consent and agree to the preceding above

Signature:

Name (Please Print)

Phone or Email address (Please Print)

Date:

Please print out and sign this document and fax it to Eric Acevedo at 1 626-457-6337 c/o Monterey Digital 510 Hermosa Vista Street Monterey Park, CA 91754 (montdigital@pacbell.net) or turn in a signed copy to the SNEC registration desk at the Noguchi Museum when you check in at the Symposium.

Attachment Twelve (12).

Attachment Fourteen (14).

Attachment Fifteen (15).

Attachment Seventeen (17).

Form 1023 (Rev. 10-2004) Name: Synergetics Collaborative (SNEC) EIN: 20-4015530 Page 11

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☐
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross investment income and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☒
- 6 If you checked box g, h, or i in question 5 above, you must request either an advance or a definitive ruling by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.
- a Request for Advance Ruling: By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☒

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

Chris J. Fearnley	15 February 2007
(Signature of Officer, Director, Trustee, or other authorized official)	(Type or print name of signer) (Date)
	Executive Director
	(Type or print title or authority of signer)

For Director, Exempt Organizations

By _____ Date _____

- b Request for Definitive Ruling: Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐
- (i) (a) Enter 2% of line 8, column (e) on Part IX-A, Statement of Revenues and Expenses. _____
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each disqualified person. If the answer is "None," check this box. ☐
- (b) For each year amounts are included on line 9 of Part IX-A, Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A, Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐
- 7 Did you receive any unusual grants during any of the years shown on Part IX-A, Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☐ No

Part X Public Charity Status (Continued)

- e 509(a)(4)—an organization organized and operated exclusively for testing for public safety. ☐
- f 509(a)(1) and 170(b)(1)(A)(iv)—an organization operated for the benefit of a college or university that is owned or operated by a governmental unit. ☐
- g 509(a)(1) and 170(b)(1)(A)(vi)—an organization that receives a substantial part of its financial support in the form of contributions from publicly supported organizations, from a governmental unit, or from the general public. ☐
- h 509(a)(2)—an organization that normally receives not more than one-third of its financial support from gross **investment income** and receives more than one-third of its financial support from contributions, membership fees, and gross receipts from activities related to its exempt functions (subject to certain exceptions). ☐
- i A publicly supported organization, but unsure if it is described in 5g or 5h. The organization would like the IRS to decide the correct status. ☒
- 6 If you checked box g, h, or i in question 5 above, you must request either an **advance** or a **definitive ruling** by selecting one of the boxes below. Refer to the instructions to determine which type of ruling you are eligible to receive.
- a **Request for Advance Ruling:** By checking this box and signing the consent, pursuant to section 6501(c)(4) of the Code you request an advance ruling and agree to extend the statute of limitations on the assessment of excise tax under section 4940 of the Code. The tax will apply only if you do not establish public support status at the end of the 5-year advance ruling period. The assessment period will be extended for the 5 advance ruling years to 8 years, 4 months, and 15 days beyond the end of the first year. You have the right to refuse or limit the extension to a mutually agreed-upon period of time or issue(s). Publication 1035, *Extending the Tax Assessment Period*, provides a more detailed explanation of your rights and the consequences of the choices you make. You may obtain Publication 1035 free of charge from the IRS web site at www.irs.gov or by calling toll-free 1-800-829-3676. Signing this consent will not deprive you of any appeal rights to which you would otherwise be entitled. If you decide not to extend the statute of limitations, you are not eligible for an advance ruling. ☒

Consent Fixing Period of Limitations Upon Assessment of Tax Under Section 4940 of the Internal Revenue Code

For Organization

(Signature of Officer, Director, Trustee, or other authorized official)

Chris J. Fearnley

(Type or print name of signer)

15 February 2007

(Date)

Executive Director

(Type or print title or authority of signer)

For Director, Exempt Organizations

By _____ Date _____

- b **Request for Definitive Ruling:** Check this box if you have completed one tax year of at least 8 full months and you are requesting a definitive ruling. To confirm your public support status, answer line 6b(i) if you checked box g in line 5 above. Answer line 6b(ii) if you checked box h in line 5 above. If you checked box i in line 5 above, answer both lines 6b(i) and (ii). ☐
- (i) (a) Enter 2% of line 8, column (e) on Part IX-A. Statement of Revenues and Expenses. _____
- (b) Attach a list showing the name and amount contributed by each person, company, or organization whose gifts totaled more than the 2% amount. If the answer is "None," check this box. ☐
- (ii) (a) For each year amounts are included on lines 1, 2, and 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each **disqualified person**. If the answer is "None," check this box. ☐
- (b) For each year amounts are included on line 9 of Part IX-A. Statement of Revenues and Expenses, attach a list showing the name of and amount received from each payer, other than a disqualified person, whose payments were more than the larger of (1) 1% of line 10, Part IX-A. Statement of Revenues and Expenses, or (2) \$5,000. If the answer is "None," check this box. ☐
- 7 Did you receive any unusual grants during any of the years shown on Part IX-A. Statement of Revenues and Expenses? If "Yes," attach a list including the name of the contributor, the date and amount of the grant, a brief description of the grant, and explain why it is unusual. ☐ Yes ☐ No