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**CENTRAL INDIANA COMMUNITY FOUNDATION, INC.**

**ADVISED PASS-THROUGH FUND AGREEMENT FOR  
“Legal Name of Donor”**

**THIS AGREEMENT**, made and entered into on \_\_\_\_\_, 20\_\_, by and between Central Indiana Community Foundation, Inc. (hereinafter referred to as the "Foundation") and \_\_\_\_\_ ("Donor"),

**WITNESSETH:**

**WHEREAS**, the Donor desires to create an advised pass-through fund in the Foundation with respect to which the Donor can recommend recipients of charitable grants; and

**WHEREAS**, the Foundation is a non-profit organization exempt from taxation under Internal Revenue Code ("Code") section 501(c)(3), a public charity described in section 170(b)(1)(A)(vi) of the Code, and accordingly an appropriate institution within which to establish such a charitable fund; and

**WHEREAS**, the Foundation is willing and able to create such an advised fund, subject to the terms and conditions hereof:

**NOW THEREFORE**, the parties agree as follows:

**GENERAL PROVISIONS:**

**1. GIFT** The donor hereby transfers irrevocably to the Foundation, the property described in the attached Exhibit A to establish the Fund. Subject to the right of the Foundation to reject any particular gift, the Foundation may receive additional irrevocable gifts of property acceptable to the Foundation from time to time from Donor and from any other source to be added to the Fund, all subject to the provisions hereof. All gifts, bequests and devises to this Fund shall be irrevocable once accepted by the Foundation.

**2. PURPOSE** The primary purpose of the Fund shall be to provide support as directed by the Board of Directors of the Foundation (the "Board") for any and all charitable or other tax-exempt purposes within the meaning of Code sections 170(c)(1) or (2)(B) that are consistent with the tax-exempt purposes of the Foundation.

**3. DISTRIBUTION** The total assets of the Fund, net of investment and administrative costs, as provided in paragraph 11 hereof, may be committed, granted or expended for purposes described in Code section 170(c)(1) or (2)(B) to organizations described in sections 509(a)(1), (2), or (3). If any gifts to the Foundation for the purposes of the Fund are received and accepted subject to a Donor's conditions or restrictions as to the use of the gift or income therefrom, said conditions or restrictions will be honored, subject, however, to the authority of the Board to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Board unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community served by the Foundation. No distribution shall be made from the Fund to any individual or entity if such distribution will in the judgment of the Foundation endanger the Foundation's Code section 501(c)(3) status.

**4. RECOMMENDATIONS FOR DISTRIBUTION** Subject to the Foundation's principles and procedures for advised funds, the commitments, grants or expenditures from the Fund contemplated in paragraph 3 shall be made at such time or times and in such amount or amounts as may be determined solely by the Foundation to such organizations of the type described in paragraph 3 as may be designated by the Foundation; provided, however, that Donor may from time to time submit to the Foundation the names of specified organizations described in paragraph 3 to which it is recommended that distributions be made. All recommendations from Donor shall be solely advisory, and the Foundation may accept or reject them, applying reasonable standards and guidelines with regard thereto. If Donor is married and Donor's spouse does not desire to serve as an advisor, Donor's spouse is requested (but not required) to sign a Spousal Consent as an addendum to this Agreement. If both spouses sign this Agreement as Donor, each shall equally advise as to Fund distribution. After the death of Donor or the survivor of Donor and Donor's spouse, as appropriate, the assets of the Fund will be distributed to the Central Indiana Community Endowment Fund and the Fund will be terminated, unless otherwise stated in Paragraph 14 under Specific Provisions.

**5. ADMINISTRATIVE PROVISIONS** Notwithstanding anything herein to the contrary, the Foundation shall hold the Fund, and all contributions to the Fund, subject to the provisions of the applicable Indiana laws and the Foundation's Bylaws. The Board shall monitor the distribution of the Fund, and shall have all powers of modification and removal specified in United States Treasury Regulation Section 1.170A-9(e)(11)(v)(B).

The Board agrees to provide the Donor a copy of the annual examination of the finances of the Foundation as reported upon by independent certified public accountants.

**6. CONDITIONS FOR ACCEPTANCE OF FUNDS** Donor agrees and acknowledges that the establishment of the Fund herein created is made in recognition of, and subject to, the terms and conditions of the Bylaws of the Foundation as from time to time amended, and that the Fund shall at all times be subject to such terms and conditions, including but not by way of limitations, provisions for:

- (a) Presumption of Donors' intent;
- (b) Variance from Donors' direction;
- (c) Amendments.

**7. CONTINUITY OF THE FUND** The Fund shall continue so long as assets are available in the Fund and the purposes in the Fund can be served by its continuation. If the Fund is terminated, the Foundation shall devote any remaining assets in the Fund exclusively for charitable purposes that:

- (a) are within the scope of the charitable purposes of the Foundation's Bylaws and,
- (b) most nearly approximate, in the good faith opinion of the Board, the original purpose of the Fund.

**8. NOT A SEPARATE TRUST** The Fund shall be a component part of the Foundation. All money and property in the Fund shall be held as general assets of the Foundation and not segregated as trust property of a separate trust; provided that the Fund shall be allocated its pro rata share of the net earnings of the Foundation's Non-Permanent Pool, such percentage interest being subject to adjustment at the time of each addition to, or reduction of, assets in the Non-Permanent Pool.

**9. ACCOUNTING** The receipts and disbursements of this Fund shall be accounted for separately and apart from those of other gifts to the Foundation.

**10. INVESTMENT OF FUNDS** The Foundation shall have all powers necessary, or in its sole discretion desirable, to carry out the purposes of the Fund, including, but not limited to, the power to retain, invest and reinvest the Fund and the power to commingle the assets of the Fund with those of other funds for investment purposes.

**11. COSTS OF THE FUND** It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs of the Foundation. Those costs annually charged against the Fund shall be determined in accordance with the then current fee schedule identified by the Foundation as applicable to funds of this type. Any costs to the Foundation in accepting, transferring or managing property donated to the Foundation for the Fund shall also be paid from the Fund.

**SPECIFIC PROVISIONS:**

**12. NAME OF THE FUND** The name of the Fund shall be the \_\_\_\_\_  
**Fund** (the “Fund”).

**13. FUND ADVISOR** Donor shall be the designated Fund Advisor in all dealings with the Foundation regarding the Fund. All recommendations from the Fund Advisor shall be solely advisory, and the Foundation may accept or reject such recommendations, applying reasonable standards and guidelines with regard thereto. After the death or resignation of the Fund Advisor, the assets of the Fund will be distributed to the Central Indiana Community Endowment Fund and this Fund will be terminated.

**Or**

**13. FUND ADVISOR** If the Donor and the Donor’s Spouse, if the Donor is married, choose not to serve as the Fund Advisor, the Donor designates \_\_\_\_\_ (“Fund Advisor”) or a committee (“Advisory Committee”) composed of the following persons (an uneven number):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with \_\_\_\_\_ serving as chair thereof, to serve as Fund Advisor for the purpose of submitting, from time to time, the specific charitable purposes or the names of specified organizations for or to which it is recommended that distributions be made. Members of the Advisory Committee shall serve until their resignation or death. All recommendations from the Fund Advisor shall be solely advisory, and the Foundation may accept or reject such recommendations, applying reasonable standards and guidelines with regard thereto. After the death of the Fund Advisor, or the resignation or death of the surviving member of the Advisory Committee, as appropriate, the assets of the Fund will be distributed to the Central Indiana Community Endowment Fund and the Fund will be terminated.

**14. SUCCESSOR FUND ADVISOR** After the death or resignation of the Donor, if the Fund balance equals or exceeds the sum of \$100,000.00, \_\_\_\_\_ will serve as the successor Fund Advisor. After the death or resignation of successor Fund Advisor, the assets of the Fund will be distributed to the Central Indiana Community Endowment Fund and the Fund will be terminated.

**IN WITNESS WHEREOF**, the Donor has executed this Agreement and the Foundation has caused this Agreement to be approved by its Board of Directors and to be executed by a duly authorized officer, all as of the day and year first above written.

**Central Indiana Community Foundation, Inc.**

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Donor

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Brian Payne, President

Robert A. MacPherson, VP for Development

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Donor

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SAMPLE

**EXHIBIT A**

LIST OF INITIAL DONATIONS TO FUND

SAMPLE