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CENTRAL INDIANA COMMUNITY FOUNDATION, INC.

**CHARITABLE ORGANIZATION ENDOWMENT FUND AGREEMENT FOR
“LEGAL NAME OF THE ORGANIZATION”**

THIS AGREEMENT, made and entered into on _____, 20__, by and between Central Indiana Community Foundation, Inc. (hereinafter referred to as the "Foundation"), and “Legal Name of the Organization” (hereinafter referred to as the “Founding Contributor”),

WITNESSETH:

WHEREAS, the Founding Contributor desires to create a charitable organization endowment fund in the Foundation; and

WHEREAS, the Foundation is a public foundation 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 therefore is an appropriate institution within which to establish such a charitable endowment; and

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

NOW THEREFORE, the parties agree as follows:

GENERAL PROVISIONS:

1. **ESTABLISHMENT OF THE FUND** There is hereby established in the Foundation, and as a part thereof, a Charitable Organizational Endowment Fund (hereinafter referred to as the "Fund") to receive gifts, in whatever form of money or property, and to administer the same.

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”) to organizations described in Code sections 509(a)(1), (2), or (3) and specified in paragraph 12 hereof.

3. **GIFTS** The Founding Contributor hereby transfers irrevocably to the Foundation the property described on the attached Exhibit A to establish the Fund. Subject to the right of the Foundation to reject any particular gift, any person (whether an individual, corporation, trust, estate or organization and hereinafter referred to as “Donor”) may make additional gifts to the Foundation for the purposes of the Fund by a transfer to the Foundation of property acceptable to the Foundation in whole or in part for the Fund. All gifts, bequests and devises to this Fund shall be irrevocable once accepted by the Foundation.

4. **DISTRIBUTION** Distributions from the Fund shall be committed, granted or expended in accordance with the then current spending policies of the Foundation, for purposes described in Code section 170(c)(1) or (2)(B) to organizations described in Code 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 the income therefrom, said conditions or restrictions will be honored, subject, however, to the authority of the Foundation's Board (hereinafter 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.

5. **ADMINISTRATIVE PROVISIONS** The Fund may be divided at the discretion of the Foundation into two pools, with all gifts to the Fund from the Founding Contributor comprising the Founding Contributor pool (hereinafter referred to as "Founding Contributor Pool"), and gifts to the Fund made directly to the Foundation by other donors comprising the donor pool (hereinafter referred to as the "Donor Pool"). The Founding Contributor Pool may include gifts made by donors to the Founding Contributor that are designated by said donors for endowment. However, the Foundation may enact policies and procedures from time to time governing the continued separate accounting for said gifts by the Foundation. For example, the Foundation may or may not, at its discretion, separately account for such gifts if said gifts are above a certain dollar amount. In any event, the Founding Contributor shall be responsible for honoring donor designations for endowment.

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 Founding Contributor and any Donor that has contributed at least \$10,000 to the Foundation with a copy of the annual examination of the finances of the Foundation as reported upon by independent certified public accountants employed by the Foundation.

6. **CONDITIONS FOR ACCEPTANCE OF FUNDS** The Founding Contributor 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. **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 Permanent Endowment Pool, such percentage interest being subject to adjustment at the time of each addition to, or reduction of, assets in the Permanent Pool.

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

9. **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.

10. **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:

11. **NAME OF THE FUND** The name of the Fund shall be the _____
Fund (the "Fund").

12. **CONTINUITY** If the _____ (and its successors in interest) cease to exist, the Fund will be used to provide support to _____ and its successors in interest, a code section 509(a)(1), 509(a)(2), or 509(a)(3) organization, to carry out its role and mission as described by its governing documents **OR** the Fund will be used to provide support as recommended by the last surviving _____ board of directors.

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.

13. **DESIGNATED REPRESENTATIVE OF THE FOUNDING CONTRIBUTOR** The _____ shall be the designated representative of the Founding Contributor in all dealings with the Foundation regarding the Fund. As of this date, the _____ is _____.

IN WITNESS WHEREOF, the Founding Contributor has executed this Agreement and the Foundation has caused this Agreement to be executed by a duly authorized officer, all as of the day and year first above written.

"Legal Name of Organization"

Central Indiana Community Foundation, Inc.

By: _____
(President)

Brian Payne, President

Robert A. MacPherson, VP for Development

By: _____
(Treasurer)

EXHIBIT A

LIST OF INITIAL DONATIONS TO FUND

SAMPLE