



## ENDOWED ORGANIZATION FUND AGREEMENT

This agreement is made by and between \_\_\_\_\_  
("Organization") and The Alaska Community Foundation, an Alaska nonprofit corporation ("Foundation").

WHEREAS: the Foundation strives to respond to the changing needs of the Alaska community by building permanent philanthropic capital through individual, corporate and organizational donations.

WHEREAS: the Organization desires to make a lasting contribution to the Alaska community by making a donation to the Foundation through use of an endowed organization fund.

NOW, THEREFORE, in consideration of the promises and of the mutual covenants contained in this Agreement, the parties agree as follows:

### **1. Creation of Fund.**

The Organization wishes to establish an endowment fund and has irrevocably assigned, conveyed, transferred and delivered to the Foundation, and the Foundation has accepted the initial gift of \_\_\_\_\_ to be held by the Foundation, together with any other property the Foundation may subsequently at any time hold or acquire under this Agreement from the Organization or donated by other organizations or individuals and all undistributed income from any such property, as a component fund for the uses and purposes, and subject to the terms and conditions, set forth in this Agreement.

The name of the Fund shall be the \_\_\_\_\_ Organization Fund ("Fund") of the Foundation.

The Fund is subject to the Foundation's Fund Acceptance and Gift Acceptance policies which are available upon request, and are available on the Foundation's Web site.

### **2. Management of the Fund.**

a. The Foundation shall hold, manage, invest and reinvest the Fund, collect the income, and pay and disburse grants from the Fund exclusively for general charitable uses and purposes to benefit the Organization, in accordance with the provisions specified in the Foundation's Amended and Restated Articles of Incorporation and Bylaws which provisions are hereby incorporated by reference and conclusively assented to and adopted. Assets of the Fund may be commingled for purposes of investment with other assets of the Foundation. For purposes of this

instrument, the term "charitable uses and purposes" is defined as all of those activities, uses, and purposes described in Section 501(c)(3) of the Internal Revenue Code of 1986, as from time to time amended ("Code").

b. The Foundation invests funds according to the Foundation's approved Investment Policy which is based on accepted prudent investments for the type of Fund. The Foundation does not predict any particular result and does not guarantee any particular result related to investments.

### **3. Use of the Fund.**

a. The Foundation shall hold the Fund for the charitable purposes of the Organization as identified by the Organization in Exhibit "A."

b. The Foundation shall distribute grants from the endowed Fund in accordance with the spending policy as defined in the Investment Policy established by the Foundation's Board of Directors.

c. Upon written request to the Foundation's Board of Directors, the Board of Directors of the Organization may recommend distributions from the endowed fund in excess of the Foundation's spending policy. Such a request is expected to occur only under rare conditions and with at least 6 months notice unless there is an emergency situation. Such a request will be subject to any restrictions placed on the gifted assets in the Fund as described in the advice instruction documents from donors. The Foundation's Board of Directors may approve the distribution only when it is deemed, in its sole discretion, to be consistent with the mission, purposes, and best interest of the charity and within the charitable, educational and philanthropic purposes of the Foundation.

### **4. Administrative Expenses.**

The Foundation shall charge the Fund fees, including investment and management fees, to the extent sufficient for reasonable and proper compensation for services and expenses of the Foundation. Fees differ based on the type of Fund. The current fees to be charged against the Fund are set forth in the Foundation's Fee Policy which is available upon request or is available on the Foundation's Web site.

### **5. Fund as Component of Foundation.**

The parties intend that the Fund shall be a component part of the Foundation as defined in section 1.170A-9(f)(11) of the Income Tax Regulations and that nothing in this agreement shall affect the status of the Foundation as an organization described in section 501(c)(3) of the Code and which is not a private foundation within the meaning of section 509(a) of the Code. This agreement shall be interpreted in a manner consistent with the foregoing intention and to conform with the requirements of the applicable provisions of the federal tax laws and any regulations issued under them.

The Fund is subject to the policies and procedures of the Foundation. Policies are available upon request or available on the Foundation's web site.

### **6. Foundation in Good Standing.**

All transfers of property under this instrument are subject to the condition that the Foundation, as of the date

of transfer, is classified in good standing by the Internal Revenue Service as an organization described in section 501(c)(3) of the Code and which is not a private foundation as defined in section 509(a) of the Code.

**7. Governing Law.**

The Fund shall be administered in and under the laws of the State of Alaska, and this instrument and its validity shall be governed by and interpreted in accordance with the laws of the State of Alaska.

**8. Variance Power.**

The Foundation Board shall have the power, as required by United States Treasury Regulations, to modify any restrictions or conditions on the distribution of funds for any specified charitable purpose or to specified organizations if in the sole judgment of the Foundation Board (without the approval of any advisor, trustee, custodian or agent) such restrictions or conditions become, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or the area served. The Foundation Board shall exercise this power consistent with the principal of maintaining, as close as possible, the original intent of the donor(s).

**9. Confidentiality.**

All information about donors and prospective donors shall only be disclosed within the guidelines of the Foundation's Confidentiality Policy which is available upon request or on the Foundation's Web site.

IN WITNESS WHEREOF, the Organization and the Foundation have executed this agreement on the date appearing below their signatures.

**ORGANIZATION**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**THE ALASKA COMMUNITY FOUNDATION**

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
Name  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

**Exhibit A**  
**Organizational Charitable Purpose**  
**ORGANIZATION TO RECEIVE GRANTS FROM THE FUND**

Grants from the fund are to be used for the general charitable purposes of the Organization listed or for the specific purpose(s) described below:

**Organization**

**Specific charitable purpose(s):**

SAMPLE

## Additional Information

Fund Name:

Please name a Fund Representative. This is the person or organization all official correspondence should be directed to including quarterly financial statements.

Name:  
Title:  
Organization:  
Address:  
Phone :  
Email:

Prefer to receive \_\_\_Web-based or \_\_\_Paper statements?

If Web-based, please provide a Log-in ID \_\_\_\_\_ and Password\_\_\_\_\_

Does the organization have a website?

If yes, please provide:

Would you like the fund to be included in ACF's "Give Online" listing?

Please give contact information for Fund Advisors. These are the people authorized to recommend grants from the fund.

Name:  
Address:  
Phone:  
Email:

Name:  
Address:  
Phone:  
Email:

### **Please also provide:**

- Current list of Board of Directors
- Mission statement of organization
- Proof of non-profit status such as a IRS determination letter
- Statement explaining desired procedure for authorizing changes to fund advisors and/or fund representatives. Example: Will current advisors/representatives name successors? Will a board vote be required to make any changes?