

**PUTNAM COUNTY COMMUNITY FOUNDATION, INC.
ENDOWED FIELD OF INTEREST FUND AGREEMENT**

THIS AGREEMENT, made and entered into on _____, by and between **PUTNAM COUNTY COMMUNITY FOUNDATION, INC.** (the "Foundation"), and _____ (hereinafter referred to as the "Founding Contributor"),

WITNESSETH:

WHEREAS, the Foundation is a non-profit Indiana corporation 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 endowment; and

WHEREAS, the Foundation is willing and able to create such an endowment as a Field of Interest Fund, subject to the terms and conditions hereof;

NOW THEREFORE, the parties agree as follows:

1. NAME OF THE FUND. There is hereby established in the Foundation, and as a part thereof, a fund designated as the _____ (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 . It is understood that award recipients may not be members and family members of advisory committees or the Foundation Board.

3. GIFTS. The Founding Contributor hereby transfers irrevocably to the Foundation, the sum of _____. Subject to the right of the Foundation to reject any particular gift, any person whether an individual, corporation, trust, estate or organization (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. The Community Foundation has adopted the Uniform Management of Institutional Funds Act (UMIFA). It establishes its investment, payout, and disbursement policies in accordance with UMIFA standards and definitions, the Foundation's mission, the needs of the community, and the interests of its donors. The Board of the Foundation may appropriate for expenditure the interest, dividends, and net appreciation (realized and unrealized), in the fair market value of the assets of an endowment fund as is prudent under the standards.

The annual payout appropriation allocable to the Fund, net of the fees and expenses set forth in paragraph 11, may be committed, granted, or expended only for purposes described in Section 2, pursuant to the investment and payout policies of the Foundation. 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 Foundation's Board of Directors (hereinafter the "Board") to vary the terms of any gift if continued adherence to any condition or restriction is in the judgment of the Foundation's Board unnecessary, incapable of fulfillment, or inconsistent with the charitable or other exempt purposes of the Foundation or 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.

It is further understood that no distribution shall be made from this fund for a full calendar year after the historic gift value equals or exceeds \$5,000.00.

The Board shall seek proposals to serve the charitable purposes of the Fund identified in Section 2. If no proposals are submitted which are deemed by the Board to be within the scope of the donor's intent, the allocated payout will remain with the Fund.

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 Articles of Incorporation and Bylaws. The Board shall monitor the distribution of the Fund, and shall have all powers of modification and removal specified in United States Treasury Regulations Section 1.170A-9 (e)(11)(v)(B).

The Founding Contributor hereby designates as its Agent for service of notice by the Foundation of any actions taken or contemplated. The Agent will notify the Foundation in writing of changes in the Agent designation. In the event that no Agent is available, the Board shall designate an Agent of notice or serve as the Agent itself. Upon request, the Board agrees to provide the Founding Contributor and any Donor who has contributed to the Foundation at least \$5,000 a copy of the annual examination of the finances of the Foundation as reported upon by independent certified public accountants.

In the event that involved persons and the Fund Agent are not able to agree, and seek to resolve the disagreement through litigation, the parties agree to hold harmless and indemnify the Foundation for any legal expenses incurred.

6. CONDITIONS FOR ACCEPTANCE OF FUNDS. The Founding Contributor and Donors agree and acknowledge that the establishment of the Fund herein created is made in recognition of, and subject to, the terms and conditions of the Articles of Incorporation and 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 limitation, provision for:

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

7. CONTINUITY. 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 Articles of Incorporation; 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 for purposes of determining the share of the Foundation's earnings allocable to the Fund and the value of the principal of the Fund, the interest of the Fund in the general assets of the Foundation shall be a percentage determined by dividing the gift to the Fund by the then value of the total assets of the Foundation, such percentage interest being subject to adjustment at the time of each addition to or reduction of the assets of the Foundation.

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.

IN WITNESS WHEREOF, the Founding Contributor 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.

FOR THE FOUNDING CONTRIBUTOR:

_____ Date

_____ Date

FOR THE PUTNAM COUNTY COMMUNITY FOUNDATION

Sue Murray, President

_____ Date