

**ESTABLISHING A NAMED FUND AT
GREATER WORCESTER COMMUNITY FOUNDATION**



FUND NAME

1. Fund Type (check one)

- Agency [501(c)(3)]
- Designated
- Discretionary

- Donor Advised
- Field of Interest
- Scholarship

2. Fund Status (check one)

Permanent

Non-Permanent

Fund Minimum _____
 Spending Policy _____
 Any Amount _____

Donor/Contact 1st

Donor/Contact 2nd

Name Male Female

Name Male Female

Mailing Address Home Business

Mailing Address Home Business

City State Zip

City State Zip

Home Phone Mobile Phone

Home Phone Mobile Phone

Business Phone Fax

Business Phone Fax

Preferred Email

Preferred Email

Company Name

Company Name

Title

Title

Date of Birth

Date of Birth

Send Reports to Above Address

Send Reports to Above Address

Contribution See Schedule A for gift transmittal

<input type="checkbox"/> Cash	\$ _____	<input type="checkbox"/> Life Insurance	_____
<input type="checkbox"/> Securities	_____	<input type="checkbox"/> Real Estate	_____
<input type="checkbox"/> Bequest	_____	<input type="checkbox"/> Other	_____

Fund Type (Complete only one section)

Agency Fund

Payments from the Fund will be made according to the Disclosure Form (page 8) in support of this 501(c)(3) entity:

Designated Fund

Annual payouts from the Fund will be made to support the following 501(c)(3) nonprofit entity(ies)

_____% _____

_____% _____

_____% _____

_____% _____

100 % *Note: designations may not be changed by the donor after the Fund is activated.*

Discretionary

Annual distributions from the Fund will be made by the Foundation's Distribution Committee for current needs and optimal community support, now and in the future.

Field of Interest

Annual distributions from the Fund will be used for one of the following categories:

- Arts and culture _____
- Education _____
- Environment _____
- Community development _____
- Health _____
- Human services _____

Additional comments here:

Scholarships

Recipients will be selected by a scholarship committee of the Foundation

The following represents a list of guiding criteria. Please attach additional information if necessary.

Personal: _____

Area of Study: _____

Academic Institution: _____

Community Involvement: _____

Affiliations: _____

Financial Need: _____

Other: _____

Donor Advised Fund Successor Election (Optional)

DONOR ADVISED FUND

Once a spendable balance is available, I/we will recommend grants at least annually.

If desired, the Donor may transfer the opportunity and privilege to provide grant suggestions to one successor generation during or after the Donor's lifetime. The names and addresses of the successor advisor(s) are listed below and incorporated as part of this Document.

Following the death or resignation of the successor advisor(s) or in the absence of advice from any persons named herein, the Foundation shall support the charitable interests of the Donor as described below hereto and incorporated as part of this Document or if no such instructions exist, the Foundation shall make disbursements at its discretion.

Donor Advised Fund

_____ I/we will name one or more Successor Advisors

_____ I/we do not wish to name a Successor Advisor

(Please initial)

Successor #1 Information

Name _____ Male Female

Date Of Birth _____

Mailing Address _____ Home Business

City _____ State _____ Zip _____

Home Phone _____ Mobile Phone _____

Business Phone _____ Fax _____

Email #1 _____ Email #2 _____

Relationship to Fund Advisor(s) _____

Successor #2 Information

Name _____ Male Female

Date Of Birth _____

Mailing Address _____ Home Business

City _____ State _____ Zip _____

Home Phone _____ Mobile Phone _____

Business Phone _____ Fax _____

Email #1 _____ Email #2 _____

Relationship to Fund Advisor(s) _____

Guidance to Successor Advisor(s)

_____ Successor advisors are expected to carry out my/our philanthropic objectives

_____ Successor advisors are free to follow their own giving patterns, which may differ from mine/ours.

(Please initial)

A successor advisor may carry out recommendations for one generation. After this period is complete, the donor advised fund will follow the instructions noted in Future Use section (below).

Future Use, Following Active Advising

The Donor requests that at the end of the advising terms the Fund shall be used in the following manner (one or more options are allowed).

_____ % at the discretion of the Foundation's Distribution Committee for current needs.

_____ % for one or more purposes or fields of interest as follows:

_____	Arts & Culture	_____	Environment
_____	Community Development	_____	Health
_____	Education	_____	Human Services

_____ % designated for the following nonprofit organization(s):

Communication / Grant & Community Acknowledgement

May the Foundation list your name(s) in publications? (e.g. website, annual report, etc...) Yes___ No___

Would you like grant recipients to know that your Fund is the source of the grant?
(Please notify the Foundation if you have specific grants that differ from these instructions.) Yes___ No___

Would you like to be notified by the Foundation about community needs and granting opportunities? Yes___ No___

Referral Source

Please tell us how you first heard about Greater Worcester Community Foundation:

<input type="checkbox"/>	Friend or Associate	_____
<input type="checkbox"/>	Foundation employee or volunteer	_____
<input type="checkbox"/>	Website	_____
<input type="checkbox"/>	Newsletter or mailing	_____
<input type="checkbox"/>	Invitation to an event	_____
<input type="checkbox"/>	Attorney, CPA, Financial Planner, etc...	_____
<input type="checkbox"/>	Other	_____

Acknowledgement & Signatures

I/we acknowledge that I/we have read Greater Worcester Community Foundation Terms and Conditions and agree to the terms, fees, and conditions described therein. I/we understand any contribution, once accepted by the Foundation Board of Directors, represents an irrevocable contribution. Greater Worcester Community Foundation Board of Directors has variance power under IRS regulations, and this gift is not refundable to me/us. I/we hereby certify, to the best of my/our knowledge, all information presented in connection with this form is accurate, and I/we will notify Greater Worcester Community Foundation promptly of any material changes.

Signature

Signature

Print Name/Title

Print Name/Title

Date

Date

Greater Worcester Community Foundation Signature

Authorized Signature

Ann T. Lisi

Print Name

President & CEO
Title

Date

Please mail this form to:

Greater Worcester Community Foundation
Attn: Director of Donor Relations
370 Main Street, Suite 650
Worcester, MA 01608

- I have remembered Greater Worcester Community Foundation in my estate plans.
- I would like more information on how to include Greater Worcester Community Foundation in my estate plans.

If you have any questions, please contact Christine Louis at 508.755.0980 (clouis@greaterworchester.org)

Fund Terms & Conditions

1) Tax Status of Funds

This Named Fund and all Funds established at Greater Worcester Community Foundation (the "Foundation") are component funds of the Foundation, a 501(c)(3) public charity. Gifts to such funds are tax deductible to the extent allowed by law, subject to individual and corporate limitations.

2) Property of the Fund

The Fund shall include the property received herewith, such property as may from time to time be received by the Foundation from the donor for inclusion in the Fund and accepted by the Foundation, and all undistributed income from the foregoing property. The Fund shall be the property of the Foundation, held by it in its corporate capacity, and shall not be deemed a trust fund held by it in a trustee capacity. The Foundation shall have the ultimate authority and control over all property in the Fund and income derived there from, in accordance with the Articles of Incorporation and Bylaws of the Foundation, as they may be amended from time to time, and the terms of this Agreement applied in a manner not inconsistent with said Articles and Bylaws.

3) Fees

The property held in the Fund shall be assessed certain fees to support the Foundation's administrative costs and investment expenses. The amount of such fees shall be the amount assessed to similar funds held by the Foundation based upon its fee schedule. **Please review the current fee schedule.**

4) Fund Minimum

The Foundation requires \$10,000 in contributions to establish a Named Fund. It is understood by the donor that this minimum shall be contributed to the Foundation within four years of this date. If that requirement is not met within the specified time period, the Foundation shall have the discretion to transfer, distribute or use the total assets then within the Fund for purposes consistent with the intention of the donors who have contributed to this fund. **Initial here if opening gift is less than \$10,000_____**

5) Distributions

Distributions shall be made from permanently endowed funds at least annually to nonprofit [501(c)(3)] organizations for charitable purposes. The amount of distributions from the fund shall be governed by the Foundation's spending policy which shall be established from time to time by the board of directors. Foundation reserves the right to change the spending policy in its discretion and within the parameters established by law. The annual payout rate as of January 2010 is 4% (percent) of the Fund's total market value, averaged over twenty trailing quarters. Funds created after September 30 will be held for at least one year before making any grants.

6) Distributions from Donor Advised Funds

In the event that the donor or donor's designee wishes to recommend distributions to qualified charitable organizations for qualified charitable uses, the recommendation shall be submitted in writing to the Foundation. Such distributions must be in furtherance of the Foundation's charitable purpose, as defined in Section 1.170 A-9(e)(11) of the Internal Revenue Service, and that final control over distributions resides with the Foundation through its Board of Directors. Distributions may not be used to discharge or satisfy a legally enforceable pledge or financial obligation. The Donor or other individuals may not receive any goods or services, or any other tangible benefit or privilege in return for a distribution from the Fund.

7) Grants to individuals

Due to certain provisions contained within the *Pension Protection Act of 2006* the Foundation shall restrict the role of Donors in relation to grants to individuals. Neither the Donor nor parties related to the Donor may control a scholarship or other award selection committee in number or in action, including if the Donor may be a club, business association, nonprofit organization, private foundation, or other group considered by the Foundation to be the Donor. The Foundation shall approve the application process and appoint all members of any selection committees that recommend scholarship awards for individual persons.

Fund Terms & Conditions

8) Variance Power

The Foundation may modify any recommendation or condition on distribution from a Fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of the Foundation, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community. The Foundation agrees that if its Board of Directors proposes to exercise the variance power, the exercise of such power shall not be effective earlier than at least thirty (30) days after the Foundation notifies the Fund Contact in writing of its intent to exercise such power, and the manner in which the Foundation proposes to vary the purposes, uses, or method of administration of the fund. During the notice period, the Fund Contact may advise the Foundation of its views regarding the proposed exercise of variance power and take such other action as it deems appropriate. Whenever possible, the Foundation will confer with the donor or the donor's representative before the fund is modified and stay as close as possible to the original intent of the donor.

If the Foundation ceases to be a qualified charitable organization, or if the Foundation purposes to dissolve, the assets of the fund shall after payment or making provision for payment of any liabilities properly chargeable to the fund, be distributed to _____ to be used exclusively for charitable purposes. If _____ is not a qualified charitable organization, said assets shall be distributed in such a manner and to such an organization as satisfies the requirements of a qualified charitable organization and serves purposes similar to those of the original underlying donor intent.

9) Additions to Fund

Gifts may be added to the fund at any time by the donor or other donors to the Fund.

10) Financial Reports

Foundation shall provide financial status reports at least annually.

11) Investment of Assets

The donor will be advised of the investment policy and the inherent risks undertaken therein. All assets contributed to funds established at the Foundation will be managed within a pooled investment in accordance with the investment policy set forth by the Foundation's Board of Directors. A long-term asset allocation is maintained that incorporates domestic and global markets, and a diversity of company sizes and styles. ***Please review the investment policy.***

12) Definitions and Construction

As used in the Agreement, a "qualified charitable organization" means an organization described in Section 501(c)(3), which is not a private foundation under Section 509(a) of the Internal Revenue Code of 1986.

It is intended that the Fund shall be a component part of the Foundation and that nothing in this Agreement shall affect the status of the Foundation as an entity which is a qualified charitable organization. This Agreement shall be interpreted in the manner which is consistent with the foregoing intention and so as to conform to the requirements of the Internal Revenue Code and any regulations issued pursuant thereto applicable to the status of the Foundation as a charitable foundation.

Statement of Acknowledgment and Agreement to Participate in the
Greater Worcester Community Foundation
Agency Fund Program
(Non-profit Endowment Fund Program)

_____ (“the Agency”) hereby acknowledges understanding of the Greater Worcester Community Foundation Agency Fund Program and agrees to participate as an active partner in the program. It is our responsibility to understand the terms and conditions of the program and to keep our current board and its successors fully informed about the program. In furtherance of this goal, our Agency acknowledges its understanding of these key points:

- a. Greater Worcester Community Foundation (“the Foundation”) is a Massachusetts nonprofit corporation. The Agency Fund is a Fund established on the books of the Foundation by our organization to serve as the organization’s endowment.
- b. The Foundation maintains variance power and legal ownership of the endowment and reports the Agency Fund as an asset. In accordance with Statement of Financial Accounting Standard No. 136, a liability has been established on the financial statements of the Foundation for the fair market value of the endowment, which is generally equivalent to the present value of future payments expected to be made to the Agency.
- c. The Foundation recognizes that endowment funds exist to provide a perpetual resource for charitable purposes. To meet its investment objectives for permanent funds, the Foundation follows a total return strategy: investment decisions are made with the intent of maximizing the long-term total return of the entire portfolio. A long-term target asset allocation is maintained by the investment committee in order to incorporate domestic and global markets, and a diversity of company sizes and styles. Investment policies and the performance of the investment managers are reviewed quarterly by the Board of Directors’ Investment Committee. Agencies seeking short term cash management (with an investment horizon of two years or less) should explore other alternatives to the GWCF Agency Fund. The Agency must be clear about its investment objectives prior to entering into an agreement with the Foundation.
- d. The Foundation will provide quarterly fund balance statements to the organization approximately six weeks after the end of each quarter. Interim fund balances are available on request. Quarterly investment return information is posted to the www.greaterworchester.org, the Foundation’s website. It is the Agency’s responsibility to share this information and other general information about the Foundation with its board and committees as needed.
- e. The Agency agrees to provide the Foundation with a contact person for receipt of financial information and to update this information on an annual basis.
- f. The Foundation will normally make an annual endowment fund distribution to the organization during the second or fourth quarter of the calendar year. Please select a payout schedule below
 - The Agency elects to automatically receive distributions.
 - The Agency elects to reinvest all earnings until further notice.
- g. If the Agency Fund is “Non-permanent” then the Agency may over time request distributions from the Fund in addition to the normal spending rate if, in the sole judgment of the board of directors of the Foundation, the requested distribution is consistent with the objectives and purposes of the Agency. Requests must be submitted to the Foundation in writing, along with minutes from the Agency’s board of directors meeting at which a vote was taken to authorize such extraordinary distributions.

I have read and understand the information presented in this statement. I will keep a copy of this statement along with the fund agreement and agree to share the information contained herein with current and future board members, staff and volunteers so they continue to understand our relationship with Greater Worcester Community Foundation.

Signature

Date

Title