

AGENCY FUND AGREEMENT AT GREATER WORCESTER COMMUNITY FOUNDATION



Fund Name _____

Organization Name _____

President/CEO _____

Mailing Address _____
Street City State Zip

Website _____

EIN _____ Fiscal Year Ending _____

Contact Information

Contact Name _____

Contact Title _____

Email Address _____

Business Phone _____

Investment Portfolio (check one)

GWCF Traditional Portfolio

ESG (Environment, Social, Governance) Portfolio

Fund Status (check one)

Permanent

Non-Permanent

Contribution (\$10,000 minimum)

Acknowledgement & Signatures

I/we acknowledge that the governing board of _____ has voted to approve the establishment of an agency fund at Greater Worcester Community Foundation.

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 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

Authorized Signature

Print Name/Title

Date

Please mail this form to:

Greater Worcester Community Foundation
370 Main Street, Suite 650
Worcester, MA 01608

If you have any questions, please contact donor services at donorservices@greaterworcester.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 Agency 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 therefrom, in accordance with the Articles of Organization 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. 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. Whenever possible, the Foundation will confer with the Agency or the Agency's representative and stay as close as possible to the original intent of the Agency.
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 Agency intent.
- 5. Additions to Fund** Gifts may be added to the fund at any time by the Agency or other donors to the Fund.
- 6. Financial Reports** Foundation shall provide financial status reports at least annually.
- 7. Investment of Assets** The Agency 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 established by the Foundation's Board of Directors in its sole discretion from time to time. Please review the investment policy.
- 8. 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:

1. 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.
2. 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.
3. 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.
4. 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.
5. The Foundation will have available fund balance statements to the organization approximately 15 days after the end of each quarter. Interim fund balances are available on request. Quarterly investment return information is posted to www.greaterworcester.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.
6. The Agency agrees to provide the Foundation with a contact person for receipt of financial information and to update this information as needed.
7. Please select a payout schedule below
The Agency elects to automatically receive distributions.
We wish to receive distributions in _____ (specify month)
On request by the Agency.
8. The Agency may request distributions from the Fund in addition to the then-current 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, and approved at a meeting of the Agency’s board of directors in which a vote was taken to authorize such a distribution.
9. If the Agency Fund is “non-permanent” the Agency may request to close the Fund. Closure requests must be submitted to the Foundation in writing, and approved at a meeting of the Agency’s board of directors in which a vote was taken to authorize the Fund closure. The Foundation reserves the right to disburse the balance in increments over a number of months (30, 60, 90 days).

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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

Print Name/Title

Date

OUR MISSION

To enhance our community, now and in the future, through philanthropic leadership.

370 Main Street, Suite 650
Worcester, MA 01608 • 508.755.0980

www.greaterworcester.org

