



Endowment Fund Agreement for Organizations

This FUND AGREEMENT ("Agreement") is made _____ between the TRISKELES FOUNDATION ("Foundation") and _____ ("Donor/Organization") to establish an Endowment Fund of the Foundation.

1. CREATION OF THE FUND

Initial Contribution ~ The Donor/Organization hereby contributes \$_____ to the Foundation to create the _____ ("Fund"). The Donor/Organization or any other person or organization may make a subsequent contribution to the Fund. All contributions to the Fund shall be administered pursuant to the terms and conditions of this Agreement. The Fund shall be held by the Foundation.

2. PURPOSE OF FUND

a) The purpose of the Fund is to provide funds for:

i. The mission of the organization is:

b) In the event that it becomes unnecessary, undesirable, impractical or impossible to utilize funds for such purposes (as above), the Foundation shall have the right to utilize the Fund for _____ [insert one of the purposes listed in 4. d) on next page] or for such other charitable purposes as it deems appropriate in accordance with its governing instruments.

3. DISTRIBUTIONS FROM THE FUND

The Foundation shall make distributions from the income only of the Fund in accordance with a Spending Policy and rate as adopted by the Foundation's Board of Directors (the Board) for component funds of the

TFOEFA08092017

Triskeles Foundation ♦ 707 Eagleview Boulevard, Suite 105 ♦ Exton, PA 19341

Phone: 610-321-9876 ♦ **Fax:** 610-321-0995 **Email:** office@triskeles.org ♦ **Web:** www.triskeles.org

Foundation. In compliance with Pennsylvania law, the Board reviews the Spending Policy regularly, in accordance with the spending policy and the guidelines of the Donor/Organization. Recommendations for disbursement are reviewed by the Gift Review Committee (a Board committee). Subsequent disbursements may be executed by mutual agreement of Foundation staff and authorized representatives of the Donor/Organization. All decisions, approvals and distributions shall be subject to the Foundation's control and absolute discretion.

4. ENDOWMENT FUND

- a) From time to time, the Donor/Organization may advise and recommend to the Foundation (in writing/via email/ via web site) on gifts/distributions to be made from the Fund. In addition, the Donor/Organization may designate in writing one (or more) persons to advise the Foundation in the event of the withdrawal, incapacity or death of the Donor/Organizational Advisor(s). If there is no direction or activity given by successor Advisor(s) for three years and/or if initial or successor Advisor(s) are incapacitated or deceased, the remaining corpus of the Fund and its disposition shall be directed solely by the Board of the Triskeles Foundation.
- b) The organization may have more than one person to act as Advisor. If more than one person shall have the right to advise the Foundation at any time, or if there is a change of Advisor(s), the Donor/Organization must notify the Foundation in writing. The Foundation shall not be obligated to consider advice without the written designation of an Advisor(s).
- c) In the event that no one advises the Foundation on the distribution of the Fund for three consecutive years, the Foundation may deem that no one has an interest in advising with respect to the Fund, and may terminate such rights after written notice to the last known address of the last designated Advisor.
- d) On the expiration of the advice term set forth above in paragraph 4(a) or in the event that advice rights are terminated under paragraph 4(c), the Donor/Organization designates that the Fund be restricted for the purpose(s) indicated below:
 - ___ arts, culture and humanities
 - ___ children, youth and families
 - ___ education
 - ___ environment/agriculture/ecology
 - ___ health
 - ___ human services
 - ___ public and community development
 - ___ social action/social justice
 - ___ other - please add: _____

TFOEFA08092017

Triskeles Foundation ♦ 707 Eagleview Boulevard, Suite 105 ♦ Exton, PA 19341

Phone: 610-321-9876 ♦ **Fax:** 610-321-0995 **Email:** office@triskeles.org ♦ **Web:** www.triskeles.org

5. ADMINISTRATION

- a) The Foundation shall administer the _____ Fund in accordance with the terms of this Agreement, under and subject to the Foundation's governing instruments, as amended from time to time, and in accordance with procedures for the administration of similar funds of the Foundation, including charges for Foundation services. The Fund, and distributions from the Fund, shall, in all events, be subject to the Foundation's ultimate control and absolute discretion.
- b) No distribution shall be made from the Fund to satisfy a pledge or other commitment of the Donor/Organization or any other person with the right to advise the Foundation. No Donor, Advisor or relative(s) of a Donor may benefit (directly or indirectly) from distributions from the Fund. No distributions shall be made to nor benefit (directly or indirectly) any individual. All distributions made to organizations require that the organizations receiving the distributions are tax exempt under Section 501(c) (3) of the Internal Revenue Code, or if they are foreign, are the equivalent of such charitable organizations.
- c) Any recipient of benefits from the Fund shall be advised that such benefits are from the Fund (unless otherwise so indicated).
- d) Donors, Advisors, and related parties are prohibited from receiving grants, loans, compensation or similar payments from the Fund.
- e) The Fund is intended to be a component part of the Foundation.
- f) Charges/fees shall be assessed against the Fund as per the fee schedule and consistent with the charges assessed from time to time against similar funds of the Foundation. Foundation policies and fees are subject to change.

6. AGREEMENT IRREVOCABLE; LIMITED POWER OF AMENDMENT

This Agreement is irrevocable. For the sole purpose of ensuring that the Fund qualifies as a component part of the Foundation for federal tax purposes, however, the Foundation, acting alone, shall have the power to modify the terms of this Agreement to the extent necessary to ensure such qualifications.

7. CONTROLLING LAW

This agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania.

By signing below, I confirm that I have read, understood and agree with all the elements of this Agreement.

IN WITNESS WHEREOF, the Foundation and the Donor/Organization have executed this Agreement.

TFOEFA08092017

Triskeles Foundation ♦ 707 Eagleview Boulevard, Suite 105 ♦ Exton, PA 19341

Phone: 610-321-9876 ♦ Fax: 610-321-0995 Email: office@triskeles.org ♦ Web: www.triskeles.org

TRISKELES FOUNDATION

By: _____

Date: _____

DONOR/ORGANIZATION: _____

Fund _____

Signature (authorized signer)

Organization Federal EIN

Printed Name _____

Date: _____

Donor/Organization Phone _____

Donor/Organization Email _____

Donor/Organization Address _____

_____, _____

ASSIGNMENT OF ADVISOR

The Donor/Organization designate _____ as Advisor for the
_____ Fund to advise the Foundation.

The Donor/Organization designate _____ as Secondary Advisor for the
_____ Fund to advise the Foundation.

In the event of withdrawal, incapacity or death [of the designated Advisor(s)], the Donor/Organization designate
_____, as Successor Advisor, to advise the Foundation on the distribution of the Fund
for a period of up to ____ years.

The Donor/Organization retains the right to revoke these designation(s) and to designate different Advisor(s) to
advise the Foundation, in writing, at any time during the life of the Fund. The Foundation must accept Advisor
changes before they become effective.

TFOEFA08092017

Triskeles Foundation ♦ 707 Eagleview Boulevard, Suite 105 ♦ Exton, PA 19341

Phone: 610-321-9876 ♦ **Fax:** 610-321-0995 **Email:** office@triskeles.org ♦ **Web:** www.triskeles.org

Date: _____

Advisor (Named Above)		Secondary Advisor (Named Above)	
Name:	_____	Name:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Primary Phone:	_____	Primary Phone:	_____
Secondary Phone:	_____	Secondary Phone:	_____
Employer:	_____	Employer:	_____
Position:	_____	Position:	_____
E-mail:	_____	E-mail:	_____

Successor Advisor (Named Above)

Name:	_____	Secondary Phone:	_____
Address:	_____	Employer:	_____
	_____	Position:	_____
	_____	E-mail:	_____

Primary Phone:	_____		

Please return to:

Triskeles Foundation, 707 Eagleview Boulevard Suite 105, Exton, PA 19341-1159

Email: office@triskeles.org **Fax:** 610-321-0995 **Telephone:** 610-321-9876

Initial Funding: _____

TFOEFA08092017

Triskeles Foundation ♦ 707 Eagleview Boulevard, Suite 105 ♦ Exton, PA 19341

Phone: 610-321-9876 ♦ **Fax:** 610-321-0995 **Email:** office@triskeles.org ♦ **Web:** www.triskeles.org