



Agency Non-Endowed Fund Agreement

Agency Funds are funds established by a nonprofit organization that designates itself as the beneficiary.

The undersigned Donor hereby establishes with Wichita Foundation (hereinafter referred to as "the Foundation") the _____ **Fund** (hereinafter referred to as "the Fund") to be held, used and administered by the Foundation under the following terms and conditions:

1. The initial contribution to the Foundation for the Fund will be not less than \$10,000, in cash or in property acceptable to the Foundation. Subsequent contributions made to the Foundation by Donor or others and designated for the Fund without further restriction shall be administered in accordance with this Agreement.
2. The Fund shall be the property of the Foundation. It shall not be a separate entity or trust. It shall be a non-endowed fund within the meaning of K.S.A. 58-3614 and will be invested as provided in K.S.A. 58-3613 and/or 58-3615.
3. The Fund shall be held, managed, and distributed as an Agency Non-Endowed Fund in accordance with this Agreement, the Articles of Incorporation, Bylaws, and Procedures for the Establishment of Funds and Supporting Organizations ("the Procedures") of the Foundation, including the variance powers described in sections 3.1(d) of the Articles and 4.3, 4.7, and 4.9 of the Bylaws, all of which are familiar to Donor. The Board of Directors of the Foundation shall have full authority and control over the Fund and all investment and distribution decisions with respect thereto; provided that any modification by the Foundation of a restriction contained herein shall be consistent with the needs of the Wichita area.
4. Distributions shall be made from the Fund only to or for the use of _____ Agency. The Board (or Executive Committee) of the _____ Agency shall serve as advisors to Foundation with respect to the Fund, and may make recommendations to the Foundation regarding particular purposes for a grant or distribution to the _____ Agency, and the timing of distributions and grants from the Fund. The Foundation will give careful and thoughtful attention to the advice and recommendations of such advisors, but such advice and recommendations shall be solely advisory and shall not be binding on the Foundation.
5. If _____ Agency should cease to be an organization described in Section 501(c)(3) or 170(b)(1)(A) of the Internal Revenue Code of 1986, as amended, or any successor provision of the Code, or to conduct a program that is consistent with the needs of the Wichita area, then it shall be the responsibility of the Board of the Foundation, in its sole discretion, but after consulting with the Donor, if still in existence, to redirect the proceeds of the Fund to a similar cause serving the Wichita area.
6. This Agreement is not subject to revocation, and is not subject to modification or amendment except as provided herein, in the Foundation's Articles of Incorporation, Bylaws, or Policies, or by law.



Donors acknowledges receipt of the following Wichita Foundation documents:

- Articles of Incorporation and Bylaws
- Tax Exemption Letter
- Procedures for the Establishment of Funds & Supporting Organizations

Nonprofit Agency: _____

Signature: _____ Date: _____

Printed: _____ Title: _____

Signature: _____ Date: _____

Printed: _____ Title: _____

Acceptance

The above and foregoing Agreement is hereby executed on behalf of the Wichita Foundation

Signature: _____ Date: _____

Printed: Shelly Prichard Title: President & CEO