



## Designated Endowed Fund Agreement

*Designated Funds provide permanent support for a specified charitable organization.*

The undersigned Donor hereby establishes with the 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 an endowed fund within the meaning of K.S.A. 58-3612(2) and 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 a Designated 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. It is the Donors intent that distributions from the Fund be based on the Foundation's Spending Policy then in effect. A copy of the Spending Policy currently in effect is attached hereto. Neither K.S.A. 58-3614(a) nor any similar statute or rule of law shall apply, and K.S.A. 58-3614(b) and (c) shall be applied by substituting "under the Foundation's Spending Policy" for under subsection (a). Donor may request a distribution in excess of the amount determined under such Spending Policy, for special projects. Donor understands however, that any such request shall be subject to approval of the Foundation.

5. Distributions shall be made from the Fund to or for the use of the following Charities, in the proportions indicated:

To: \_\_\_\_\_, \_\_\_\_%

To: \_\_\_\_\_, \_\_\_\_%

6. If any Charity herein named 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 then living, to redirect the proceeds of the Fund to a similar cause serving the Wichita area.



7. 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.

Donor acknowledges receipt of the following Wichita Foundation documents:

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: \_\_\_\_\_

## Acceptance

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed: Shelly Prichard Title: President & CEO