

FUND ID# _____

List of attachment(s):

G Advisory Committee

J Scholarship Process

ENDOWED SCHOLARSHIP FUND AGREEMENT

I/We hereby establish the _____ **Scholarship Fund** (the "Fund"), as a component fund of the Berkshire Taconic Community Foundation, Inc. (the "Foundation").

The Fund is to be operated as an endowed Scholarship Fund in accordance with Attachment I with grants made in perpetuity on at least an annual basis, consistent with a "spending policy" from time to time established for the Fund in consultation with the committee by the Foundation. I/We understand that the spending policy is designed to allow the assets of the Fund to be invested on a "total return" basis to maintain and, if possible, increase the purchasing power of the Fund, while at the same time providing a relatively steady and predictable level of funding for grantees. The spending policy in effect on the date hereof is 4% of the value of the Fund, based on the average of the trailing twenty quarters, determined annually, and may be amended from time to time. This Fund shall be invested in the Foundation's Managed Pool as is required for all endowed funds.

The current minimum to establish an endowed scholarship fund is \$25,000.

A scholarship advisory committee is recommended as outlined in Attachment G and has the authority to recommend disbursements as a group. The Foundation will appoint all committee members. The Scholarship Committee will offer recommendations from time to time for scholarships consistent with the Spending Policy. To comply with legal requirements, the Foundation must reserve the discretion to accept or reject such recommendations. For administrative purposes, the minimum scholarship recommendation shall be \$1,000. This amount may be amended from time to time. The Foundation shall oversee the scholarship review and award process substantially as outlined in Attachment J.

The Fund may not engage in any fundraising events without prior approval from the Foundation and must provide written proof of appropriate insurance liability coverage listing Berkshire Taconic as an additional insured. No leases or contracts (implied or otherwise) may be established without the approval of the Foundation. Initial _____

Notwithstanding the foregoing, I/we understand that the Foundation has variance power and therefore shall have the authority to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations, if in the sole judgment of the Board of Directors (without the necessity of the approval of any participating trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served. In the event of any such variance, the Foundation shall apply the income and/or principal of the Fund in such a manner as to most closely approximate the original purposes of the Fund.

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

Berkshire Taconic Community Foundation

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accordance with procedures for the administration of similar funds of the Foundation. Charges shall be assessed against the Fund consistent with the charges assessed from time to time against similar funds of the Foundation. I/We understand that the administrative fee for the Fund at this time is 2.0% per year on the first \$250,000 of assets, 1.75% per year on the portion \$250,000 to \$1 million and 1.0% per year on the portion \$1 million to \$3 million, 0.75% on the portion over \$3 million. Administrative fees are calculated and posted on a quarterly basis with a minimum quarterly fee of \$125.

I/We agree to acknowledge our association with the Foundation in all communications including but not limited to press releases, website, social media, e-communications, event invitations and printed materials with the following language:

_____ Fund is a fund of Berkshire Taconic Community Foundation. Initial _____

The Foundation is authorized to accept other contributions to the Fund on terms substantially similar to those set forth herein, provided that the property contributed is acceptable to the Foundation. I/We do not intend by this agreement, or any that I/we or anyone else may make, to limit in any way the powers which the Foundation derives from its Certificate of Incorporation, by-laws, or otherwise, or to affect the status of the Foundation as a community foundation under applicable provisions of the Internal Revenue Code and regulations thereunder, as from time to time are in effect. The Fund, and distributions from the Fund, shall be subject to the ultimate control and absolute discretion of the Foundation.

Please check and initial the appropriate box below:

- _____ I/We hereby give permission to the Foundation to use the name of my/our Fund in its publications
- _____ I/We hereby choose to have the name of my/our Fund remain anonymous

Dated: _____ By: _____

Dated: _____ By: _____

Dated: _____ By: _____

Jennifer Dowley, President
Berkshire Taconic Community Foundation, Inc.

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