



## Scholarship Fund Agreement

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_, between [**NAME OF DONOR**], of (City, State) (“Donor”) and the **CLARK COUNTY COMMUNITY FOUNDATION INC.** (“Foundation”) a corporation organized under Chapter 181 of the Wisconsin Statutes, with its principal office located at 301 N Main St. Loyal, Wisconsin.

**WHEREAS:** The Foundation is a charitable organization described in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986, (the “Code”) and operates according to its Articles of Incorporation and Bylaws in furtherance of its tax exempt purpose and mission. The Foundation strives to respond to the changing needs of the communities of Clark County, Wisconsin by building permanent philanthropic capital through individual, corporate and organizational donations; and

**WHEREAS:** The Donor has expressed a desire to establish a charitable Scholarship Fund, by irrevocably giving the assets described in the attached Exhibit A to the Foundation. The Donor understands that this is an irrevocable gift to the Foundation; that will be used to establish and maintain a scholarship fund described in the attached Exhibit B. This scholarship fund, once established, is subject to the Foundation’s governing documents and bylaws.

**NOW, THEREFORE,** in consideration of the promises and mutual covenants contained in the Agreement, the Parties agree as follow:

### **I. Establishment of Fund**

The Fund hereby created shall be known as the \_\_\_\_\_ Fund (the “Fund”). All monies and property transferred to the Fund shall be an irrevocable gift to the Foundation. The Foundation may also receive additional contributions to add to this Fund.

### **II. Management of Fund**

The Foundation shall hold, manage, invest and reinvest the Fund, shall collect the income and shall pay and disburse the net income and principal; exclusively for general charitable uses and purposes, in accordance with the provisions specified in the Articles of Incorporation of the Foundation. The Articles of Incorporation have been adopted by the Board of Directors of the Foundation, and their provisions, as they may be amended from time, are incorporated into this document by reference, and conclusively assented to and adopted. The phrase “charitable uses and purposes” shall be defined as all of those activities, uses and purpose described in Section 501(c)(3) of the Code.

### **III. Purpose and Use of the Fund**

Consistent with the charitable purposes of the Foundation, distributions from this Fund will be used primarily to provide scholarships in accordance with the program guidelines contained in Exhibit B to this Agreement and the Foundation’s “*Scholarship Program Policies and Procedures*”, as amended from time to time.

*[A copy of the current Scholarship Program Policies and Procedures is provided with this Agreement.]*

**IV. Distributions**

**[Alternative 1 – use if scholarship fund is NOT to be endowed].**

Distributions from the Fund may be made in any amount not to exceed the balance of the Fund.

**[Alternative 2 – use for endowment scholarship funds].**

Donor intends this Fund to be an endowment. Distributions from the fund shall be limited to the fund’s distributable amount determined in accordance with the Foundation’s Spending Policy.

**V. Variance of Power**

The Foundation may modify the purposes for which this Fund is created or a condition or restriction to which it is subject, if, in the sole judgment of the Foundation’s Board, such use, purpose, condition or restriction becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the Clark County Wisconsin community. In exercising this power of variance, the Foundation shall seek to make distributions from the Fund in a manner as similar as possible to those set forth in Section III of this instrument.

**VI. Advisory Committee [optional]**

The Foundation may establish an advisory committee to assist in this Fund’s scholarship distribution process. All committee members must be appointed by the Foundation, and the majority of the committee must not be comprised of Donor(s), related to the Donor(s), or appointed by the Donor. The advisory committee must consist of at least two (2) members from the list below:

- i. Foundation representatives (Board of Director members, management, or staff);
- ii. Community members who volunteer to serve on Foundation Scholarship committees;
- iii. The Donor(s) of this Scholarship Fund Agreement; or
- iv. Persons related to or appointed by the Donor(s).

The committee will operate in accordance with the Foundation’s Scholarship Policies and Procedures. Donor representatives to the committee will be the following persons:

The following individuals will be the initial donor representatives to the committee.

- i. \_\_\_\_\_
- ii. \_\_\_\_\_

Upon the death, incapacity, or other disqualification of the above named donor representatives, the following individual(s) named may serve as successor donor representatives.

- i. \_\_\_\_\_
- ii. \_\_\_\_\_

## **VII. Fees**

This Scholarship Fund will be charged an annual fee of 1.0 % as per the Foundation's Gift Acceptance Policy – Exhibit D “Schedule of Investment Fees”, and as amended from time to time. This fee will be charged on the average fund balance as a fee for administrative and investment costs incurred by the Foundation. Additional fees may also be charged to the fund, if in the sole judgment of the Foundation's Board, the Fund has, or will incur, any unusual expenses in connection with the assets contributed, costs of disposing of them, or in the administration of the Fund.

## **VIII. Investments**

The assets of the Fund will be invested according to the Foundation's Statement of Investment Policy, as it may be amended from time to time by the Foundation's Investment Committee and with the approval of the Board of Directors.

## **IX. Fund as Component of the Foundation**

The parties intend that the Fund shall be a component part of the Foundation as defined in section 1.170a-9(e) (11) of the Income Tax Regulations and that nothing in this instrument shall affect the status of the Foundation as an organization (a) described in section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code") and (b) which is not a private foundation within the meaning of section 509(a) of the Code. This instrument shall be interpreted in a manner consistent with the foregoing intention and to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued under them.

## **X. Foundation in Good Standing**

All transfers of property under this instrument are subject to the condition that the Foundation, as of the date of transfer, is classified in good standing by the Internal Revenue Service as an organization (i) described in section 501(c)(3) of the Code and (ii) which is not a private foundation as defined in section 509 (a) of the Code.

## **XI. Governing Law**

The Fund shall be administered in and under the laws of the State of Wisconsin, and this instrument and its validity shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

- a.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements or understandings with respect to the subject matter, whether written or oral, express or implied, are superseded hereby. This Agreement may be modified only by written agreement signed by both parties.
- b.** All provisions of this Agreement are severable, and the unenforceability or invalidity of any single provision shall not affect the other provisions.
- c.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors.

**XII. Confidentiality**

All information about donors and prospective donors, including but not limited to their names, the names of their beneficiaries, the nature and amounts of their gifts, and the size of their estates will be kept strictly confidential by the Foundation and its representatives, except as donor grants permission to release such information. All requests by donors for anonymity will be honored, except to the extent that the Foundation is legally required to disclose the identity of donors.

It is the Foundation’s policy is to include our donors’ names in publicity about the Foundation unless the Donor specifically expresses their wish to remain anonymous. Please check the box below that best describes your wish regarding publicity:

- I have no objection to the inclusion of my name in Foundation publicity
- I do not wish to have my name included in Foundation publicity and I wish to be listed as an anonymous donor
- Other \_\_\_\_\_

**IN WITNESS WHEREOF**, the Donor and the Foundation have executed this agreement on the date appearing below their signatures.

**[Insert Donor’s Name]**

**Clark Community Foundation, Inc.**

**By:** \_\_\_\_\_  
(Signature of Donor/ Title)

**By:** \_\_\_\_\_  
(Authorized Signer for the Foundation)

\_\_\_\_\_  
(Print Name of Donor/ Title)

\_\_\_\_\_  
(Print Authorized Signer for the Foundation)

**Address:**  
\_\_\_\_\_  
\_\_\_\_\_

**Address:**  
301 N Main Street, PO Box 116  
Loyal WI 54446-0116

**Tax Identification Number**  
\_\_\_\_\_

**Tax Identification Number**  
46-4242715

**Phone:**  
\_\_\_\_\_

**Phone:**  
(715) 937-6167

**Email:**  
\_\_\_\_\_

**Email:**  
[information@clarkccf.org](mailto:information@clarkccf.org)

**Exhibit A**  
**Contributed Property**

<u>Date</u>	<u>Description of Contributed Property</u>	<u>Dollar Amount</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
	<b>TOTAL CONTRIBUTED PROPERTY</b>	<b>\$</b> =====

## Exhibit B – Description of Scholarship Program

The scholarship will be awarded annually to [number] eligible applicants in the amount of \$\_\_\_\_\_ as long as there are sufficient assets in the Fund.

### **Alternate if fund is endowed**

provided the total amount of scholarships awarded does not exceed the Fund's distributable amount.

As assets grow, the Foundation may elect to increase the grant amount or award additional scholarships.

To be eligible, applicants must meet these criteria:

Describe the criteria for eligibility. For example:

- Residency requirements
- School currently attended
- Level of study to be supported (undergraduate, graduate, etc.)
- Requirement for field or fields of study and/or career guidelines
- Need based and/or merit based requirements
- Requirement for attendance at specific institution(s) or within geographic boundary

Criteria chosen must be objective, non-discriminatory, and reasonably related to the purpose of the scholarship.

Scholarship recipients are eligible to apply for renewal for a period of \_\_\_\_ years if the recipient continues to meet the eligibility requirements and is in good standing at the educational institution the student is attending.