



Fund Name: \_\_\_\_\_  
(for office use only)

**Agency Fund Agreement**

**Welcome to Foundation For The Carolinas. We look forward to being your partner in philanthropy.**

Please complete this Agency Fund Agreement form (the "Agreement") to establish an Agency Fund ("Agency Fund" or "Fund") with Foundation For The Carolinas (the "Foundation" or "FFTC").

Agency Funds are created by nonprofit organizations in an effort to further the organization's financial goals. Further information about Agency Funds, this Agreement and general charitable giving is contained in the publication *The Charitable Giving Guide* available from the Foundation and also available online at the Foundation's website: [www.ffc.org](http://www.ffc.org).

**Agency Information**

Please identify the nonprofit organization that is establishing the Agency Fund.

Please provide details regarding the nonprofit organization that is establishing the Agency Fund.

NONPROFIT ORGANIZATION \_\_\_\_\_

FEDERAL TAX IDENTIFICATION NUMBER EIN \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE \_\_\_\_\_

WEBSITE \_\_\_\_\_

Is the organization a qualified public charity as described in Section 501(c)(3) and 509(a) of the Internal Revenue Code?

- Yes
- No

**Please note that as part of the fund opening process the Foundation may conduct additional due diligence to confirm the organization's status as a qualified public charity.**

Please describe the mission of the organization. (If additional space is required, please utilize Notes, p. 7).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Fund Name and Purpose**

Please choose a name for the Agency Fund and identify the Fund's purpose.

Name: \_\_\_\_\_

The purpose of this Fund is to:

- Provide general support for the Agency
- Provide support for the following programs or projects of the Agency:  
\_\_\_\_\_  
\_\_\_\_\_
- Other: \_\_\_\_\_  
\_\_\_\_\_

**Agency Representative(s)**

Please provide contact information for the Agency Representative(s).

**A. Agency Representative(s)**

The Agency Representative(s) will be the person(s) with the ability to make decisions over the Agency Fund concerning allocation or distribution. This Agreement can be signed only by authorized officer(s) or representative(s) of the nonprofit organization authorized to act on the entity's behalf and to bind it with regard to the indemnification set out below.

In consideration of the Foundation's creating an Agency Fund at the request of the entity named above and for good and valuable consideration, such entity hereby agrees to indemnify and hold harmless the Foundation against any liability, cost or expense which the Foundation may incur by reason of its acting upon instructions or recommendations given to the Foundation by any of the authorized persons named below.

Representatives 1 and 2 may access information about the Agency Fund, including monthly statements, and recommend grant distributions through the Foundation's secure online service. Representatives will receive instructions regarding how to create a user account and register for online access to the Agency Fund.

**Representative 1:**

---

FULL NAME (first, middle, last)  
(e.g., Mr. James L. Smith or Jim Smith)

---

PREFERRED SALUTATION

---

ROLE(S) WITH ORGANIZATION

---

ADDRESS (preferred)

---

PHONE (preferred)

---

CITY STATE ZIP

---

E-MAIL (preferred)

**Representative 2:**

---

FULL NAME (first, middle, last)  
(e.g., Mr. James L. Smith or Jim Smith)

---

PREFERRED SALUTATION

---

ROLE(S) WITH ORGANIZATION

---

ADDRESS (preferred)

---

PHONE (preferred)

---

CITY STATE ZIP

---

E-MAIL (preferred)

## B. Online Access to the Agency Fund

Other interested parties can be authorized to access information on the Agency Fund through the Foundation's online service. These privileges include the ability to view fund information, such as monthly statements and the Agency Fund's gift and grant history, and to recommend distributions from the Agency Fund. Online access may also be restricted through a "view only" option. Granting "view only" access does not entitle the privilege holder to offer distribution recommendations – only viewing privileges for the online fund information.

To authorize the proper level of access, please list contact information of the people to be authorized below.

### Authorized Party 1:

|   |                               |
|---|-------------------------------|
| _____<br>FULL NAME (first, middle, last)<br>(e.g., Mr. James L. Smith or Jim Smith) | _____<br>PREFERRED SALUTATION |
| _____<br>ROLE(S) WITH ORGANIZATION  | _____<br>ADDRESS (preferred)  |
| _____<br>PHONE (preferred)  | _____<br>CITY STATE ZIP       |
| _____<br>E-MAIL (preferred)   |                               |

### Choose one level of authority, as defined above:

- Add Online Fund Access (includes the privilege to recommend distributions from the Agency Fund)
- Add Online Fund Access "View Only" (does not include the privilege to recommend distributions)

### Authorized Party 2:

|   |                               |
|---|-------------------------------|
| _____<br>FULL NAME (first, middle, last)<br>(e.g., Mr. James L. Smith or Jim Smith) | _____<br>PREFERRED SALUTATION |
| _____<br>ROLE(S) WITH ORGANIZATION  | _____<br>ADDRESS (preferred)  |
| _____<br>PHONE (preferred)  | _____<br>CITY STATE ZIP       |
| _____<br>E-MAIL (preferred)   |                               |

### Choose one level of authority, as defined above:

- Add Online Fund Access (includes the privilege to recommend distributions from the Agency Fund)
- Add Online Fund Access "View Only" (does not include the privilege to recommend distributions)

**Opening Contribution**

Please indicate the amount and nature of the opening contribution to the Agency Fund (check all that apply).

The minimum opening contribution is \$50,000 for nonprofit organizations. If making a contribution of multiple securities or assets, please attach additional pages as needed. Additional gifts can be made at any time. *Please refer to The Charitable Giving Guide for further information.*

- |   |   |
|---|---|
| <input type="checkbox"/> Check, ACH or Wire for \$ _____  | <input type="checkbox"/> Other: _____   |
| <input type="checkbox"/> Marketable securities: _____ shares of _____                                       | <input type="checkbox"/> Closely held stock, partnership or LLC interest, etc. – FFTC can accept gifts of closely held business interests via Community Investments Foundation, a Subsidiary Foundation of FFTC. Please contact FFTC staff to discuss a gift of closely held business interests and to request the appropriate documents. |
| <input type="checkbox"/> Mutual funds: _____ shares of _____  | <input type="checkbox"/> Real estate – FFTC can accept gifts of real property via Community Real Property Holdings, Inc., a Subsidiary Foundation of FFTC. Please contact FFTC staff to discuss a gift of real property and to request the appropriate documents.   |
| <input type="checkbox"/> IRA/retirement plan/life insurance (attach a copy of beneficiary designation form) |   |
| <input type="checkbox"/> Bequest or other deferred gift: _____  |   |

Estimated value of total initial contribution(s): \_\_\_\_\_

**Type of Fund**

Complete this section to address whether the Agency Fund will be a permanent fund with the Foundation.

Please choose whether the Agency Fund will be Endowed, Quasi-Endowed or Non-Endowed.

- Endowed** \_\_\_\_\_ (please initial)

An Endowed Agency Fund is a permanent Fund. Its assets are held irrevocably by the Foundation and are managed to accomplish the identified charitable purposes. Endowed Agency Funds are designed to be preserved in perpetuity, so only the annual spendable income is available for distribution. Choose this Agency Fund if the Agency is interested in establishing a permanent endowment to provide continuing support for the charitable purposes of the Agency.

- Quasi-Endowed** \_\_\_\_\_ (please initial)

A Quasi-Endowed Agency Fund is treated like an Endowed Agency Fund, such that an annual spendable income is calculated and available for distribution. However, unlike an Endowed Agency Fund, the entire balance may be made available for distribution. Choose this Agency Fund if the Agency is interested in providing continuing support for the charitable purposes of the Agency but is interested in maintaining the flexibility for a Representative to recommend distributing an amount in excess of the spendable income (including, possibly, the entire balance) at a later time.

- Non-Endowed** \_\_\_\_\_ (please initial)

A Non-Endowed Agency Fund is fully available for distribution at any time. The nature of the investment instruments may vary depending on the balance and anticipated time frame for distributions. Choose this Agency Fund if interested in maintaining maximum flexibility in terms of timing of distributions.

**Spendable Amount**

If the Agency Fund is Endowed or Quasi-Endowed, please read this section and furnish the responses requested below.

**A. Determination of annual spendable amount.**

Under applicable law, with respect to Endowed Funds or Quasi-Endowed Funds, the Foundation's Board of Directors establishes the annual spendable amount which is available for distribution from the Agency Fund each year (the "Spendable Amount"). Currently, the Spendable Amount is 4.75% of the average daily value of the Agency Fund for the prior three calendar years.

**B. If value of fund falls below historic dollar value.**

Historic dollar value ("HDV") means the value of the Agency Fund at the time of the original contribution(s) to the Agency Fund plus the dollar value of any subsequent contributions to the Agency Fund (not including any investment earnings or losses). If the value of an Agency Fund falls below HDV, the determination of the Spendable Amount varies depending on the remaining value of the Agency Fund. If the value of the Agency Fund equals or exceeds 66% of HDV, the Spendable Amount currently is 4.75% of the average daily value of the Agency Fund for the prior three calendar years (i.e. the same method previously described). If the value of the Agency Fund falls below 66% of HDV but equals or exceeds 50% of HDV, the Spendable Amount is limited to interest and dividends, provided, however that the Representative for the Agency Fund may appeal to the Foundation's Board of Directors to request an annual spendable amount not to exceed 4.75% of the average daily value of the Agency Fund for the prior three calendar years. If the value of the Agency Fund falls below 50% of HDV, the Spendable Amount is limited to interest and dividends and the Representative for the Agency Fund may not appeal to the Foundation's Board of Directors.

Under applicable law and the Foundation's spendable policy as outlined above, the Spendable Amount will be available for distribution (subject to the policies referenced above) even if the value of the Agency Fund falls below HDV. However, spending from an Agency Fund which has a value below HDV (e.g., in the case of a new Agency Fund or a down market cycle) may result in a longer time period to rebuild the value of the Agency Fund. The Foundation allows Agencies the choice to preserve principal rather than follow the Foundation's spendable policy.

*Please initial next to your preference.*

\_\_\_\_\_ Follow the Spendable Policy. The Agency requests that the Foundation make available the Spendable Amount (in accordance with the Foundation's spendable policy) even if the value of the Agency Fund Falls below HDV.

\_\_\_\_\_ Preserve Principal. The Agency requests that the Foundation not allow distributions of any Spendable Amount if the value of the Agency Fund Falls below HDV.

**C. Alternative Distribution Plan.**

If the Agency wishes to specify a plan for making distributions from the Agency Fund other than the Spendable Amount as described above, please discuss the plan with Foundation staff and furnish an outline of it as an addendum to this Agreement.

**D. Spendable Letter.**

A letter will be mailed annually detailing the available amount for distribution from the Agency fund. Unless otherwise noted, Representative 1 will be designated as the recipient of the spendable letter.

If the spendable letter should instead be sent to a different recipient, please provide the name and full contact information of this recipient in the space below.

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**Investments**

The Foundation is pleased to offer a variety of investment pools for Agency Funds. All investment pools are reviewed by the Foundation's Investment Committee.

**Please complete Addendum I – Agency Fund Investment Recommendation Form – to select an investment pool.**

FFTC offers investment options that span the risk-return spectrum from conservative allocations to more growth oriented investment pools. For investment pool descriptions and information on performance, visit [www.ffc.org/pools](http://www.ffc.org/pools).

**If you do not select an investment pool**, the Foundation will place Non-Endowed and Quasi-Endowed Funds into the Liquid Reserves Pool and Endowed Funds into the Endowed Diversified Long-Term Growth Pool.

**Affiliation**

Please indicate the primary Foundation affiliate with which the Agency Fund should be associated, if any.

None/unaffiliated (generally associated with the Foundation)

**Supporting Organizations**

United Way Legacy Foundation

Charlotte Mecklenburg Library Foundation  
Greater Charlotte Cultural Trust

**Geographic Affiliation – North Carolina**

Cabarrus County Community Foundation

Cleveland County Community Foundation

Lexington Area Community Foundation

The Cole Foundation (Richmond County)

Stanly County Community Foundation

Charlotte Mecklenburg Community Foundation

Iredell County Community Foundation

Lincoln County Community Foundation

Salisbury-Rowan Community Foundation

Union County Community Foundation

**Geographic Affiliation – South Carolina**

Cherokee County Community Foundation

York County Community Foundation

Other \_\_\_\_\_

Lancaster County Community Foundation

**Service Level**

Please indicate the Foundation's service level that you choose for the Agency Fund.

Which of the Foundation's service levels should apply to the Agency Fund:

Standard – *Please refer to The Charitable Giving Guide for more information.*

Custom – Please discuss with the Foundation's Philanthropic Advancement Team and attach addendum listing the agreed Custom services and pricing schedule.

**Fundraising**

The Foundation may, under certain very limited circumstances, agree to provide administrative support for fundraising activities for an Agency Fund. *Please refer to The Charitable Giving Guide for further information.*

If the Donor desires fundraising activities to be conducted in connection with the Agency Fund established under this Agreement, then prior approval of Foundation Staff and additional documentation are required. ***If fundraising activities have been discussed with and approved for the Agency Fund, then an authorized Foundation Staff member should check the box and initial below.***

**Fundraising approved** \_\_\_\_\_ (please initial)



## Additional Provisions

Your signature on the following page acknowledges that you have read, understand and agree to the provisions below.

**Protection of Tax-Exempt Status** The undersigned agree to comply with any written direction by the Foundation to cease recommending grants or distributions or conducting activities that may jeopardize the Foundation's tax status or otherwise subject the Foundation or the Agency Fund to excise taxes that are applicable to donor-advised funds as defined in the Internal Revenue Code (the "Code").

**Charitable Giving Guide** The undersigned have received and reviewed *The Charitable Giving Guide* and agree to the terms thereof.

**Accuracy of Information** The undersigned hereby certify that all information presented in connection with this Agreement is accurate to the best knowledge of the undersigned and will promptly notify the Foundation in writing of any changes.

**Use of Funds** The Foundation will make distributions from the Agency Fund to carry out the charitable purposes of the Agency Fund in accordance with the Code. Written requests for charitable grants or distributions from the Agency Fund should be made at least ten days prior to the date when payment is to be made. The Foundation's ability to make reimbursements to any individual for expenditures or to make a grant or distribution for any non-charitable purpose or to any non-charitable entity is generally disallowed by the Code. Representatives wishing to recommend any such reimbursement, grant or distribution should discuss it with the Foundation's Finance & Donor Relations Team before engaging in any activity that might otherwise lead the Representative to an expectation that any such payment would be appropriate. *Please refer to The Charitable Giving Guide for more information.*

**Endowed Agency Funds** The undersigned understand and acknowledge that any Endowed Agency Fund created under this Agreement (with the Foundation or any of its affiliates or supporting organizations) is a permanent Agency Fund and that only the annual Spendable Amount will be available for distribution (as further addressed in the section hereof entitled "Spendable Amount").

**Irrevocable Gifts** The undersigned understand that any contribution to an Agency Fund, once accepted by the Board of Directors of the Foundation, represents an irrevocable gift to the Foundation and is not refundable.

**Succession Plans** In the event that the undersigned shall not have designated a Succession Plan, then the succession plan policy and procedure contained in *The Charitable Giving Guide* which is incorporated by reference shall apply and the Foundation shall have no liability to any party for carrying out such policy and procedure.

**Service Charges** The Foundation shall be entitled to receive as compensation for its services in investing, administering and distributing the assets held in the Agency Fund created hereunder the service charges set out in the Foundation's regular schedule of compensation applicable at the time of the performance of such services; provided, however, that if the Foundation's Custom service level applies to the Agency Fund, then the Foundation shall be entitled to receive as compensation the service charges as provided in the separate Custom Service Level Addendum attached hereto.

**Notice** All communications required hereunder shall be in writing and shall be deemed to have been validly served, given or delivered (i) three (3) business days after deposit of same in the United States mail, designated as registered or certified mail, return receipt requested, bearing adequate postage, or (ii) on the date of delivery to such party if delivered by hand or by overnight or other similar courier and addressed to the party to be notified at the address for such party as provided in this Agreement, or to such other address as each party may designate for itself by like notice.

**Ownership** Tools, equipment and software used by the Foundation to provide service to the Agency Fund shall remain the property of the Foundation and/or its licensors, and no right, title, license or interest in any of them is conveyed to the Agency Fund by this Agreement.

**Acknowledgment of Charitable Donations on Behalf of the Agency Fund.** The Foundation agrees that it will acknowledge to donors all contributions to the Agency Fund in accordance with the guidelines established by the Internal Revenue Service.

**Investments** The undersigned acknowledge and agree that they have been advised by the Foundation that current IRS regulations or rulings permit Agency Fund Representative(s) to designate investment preferences but require the Foundation to retain final discretion regarding such investments. The undersigned understand that investments will be administered in accordance with the policies of the Foundation. The undersigned acknowledge that the investments in the Agency Fund are subject to market and interest rate fluctuations. The total investment return of each investment manager is net of investment expenses.

**Confidentiality** The Foundation agrees not to use any confidential information provided in connection with this Agreement for purposes other than those for which it was provided, without receiving prior consent.

**Indemnity** In consideration of the Foundation's creating an Agency Fund at the request of the undersigned individual(s) or entity and for other good and valuable consideration, the undersigned hereby agree to indemnify and hold harmless the Foundation against any liability, cost, or expense which the Foundation may incur by reason of its acting upon instructions or recommendations given to the Foundation by any of the undersigned or by persons authorized to make recommendations with regard to the Agency Fund.

**Severability** The provisions of this Agreement are severable, and the invalidity or unenforceability of any one or more of such provisions shall not affect the validity or enforceability of the remainder of this Agreement which shall remain in full force and effect.

**Variance Power** It is understood that the Agency Fund to be established pursuant to this agreement will be subject to the provisions of the Charter and Bylaws of the Foundation, as may be amended from time to time, including the power reserved by the Board of Directors to modify any condition or restriction on the distribution of funds if in its sole judgment (without the approval of any trustee, custodian, or agent), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the area served by the Foundation.

**Amendment of Agreement** Subject to the provisions of the paragraph herein entitled "Variance Power," this Agreement and any addendums attached hereto shall constitute the entire agreement of the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. Subject to the provisions of the paragraph herein entitled "Variance Power," this Agreement, including any exhibits or attachments hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement.

**Governing Law** This Agreement is made subject to and shall be construed under the laws of the State of North Carolina, without giving effect to its conflict of laws principles. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.



**Signatures**

The undersigned hereby acknowledge that they have read, understand and agree to the provisions of this Agreement and that the information provided herein is accurate to the best of their knowledge.

**Nonprofit Organization  
Representative 1**

**Foundation For The Carolinas**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
BY

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
ROLE(S) WITH ORGANIZATION

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE

**Nonprofit Organization  
Representative 2**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME (please print)

\_\_\_\_\_  
ROLE(S) WITH ORGANIZATION

\_\_\_\_\_  
DATE

**Addendum I – Agency Fund Investment Recommendation Form**

(See following page)

# INVESTMENT RECOMMENDATION FORM

## AGENCY FUNDS

Foundation For The Carolinas offers fundholders diverse investment options to grow fund assets for maximum philanthropic impact. Please select one of the following investment pools based on the anticipated needs for your agency fund (please note: requested changes to your fund's investment pool will generally take effect on the first day of the following month after your completed form is received).

For additional information on FFTC's investment pools, visit [www.ffc.org/pools](http://www.ffc.org/pools).

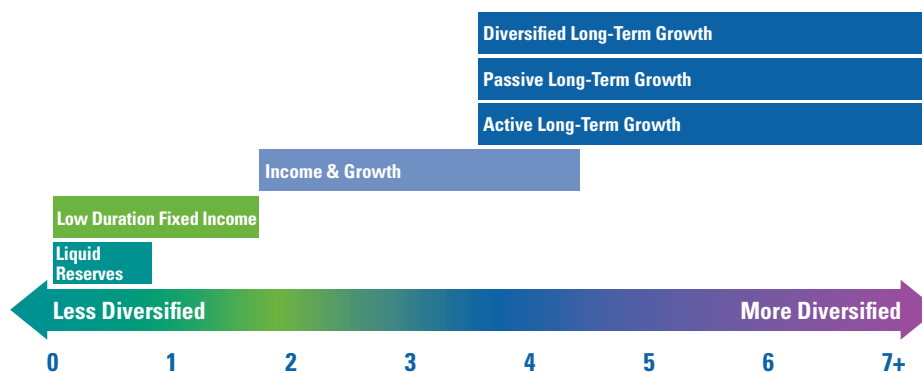
### Investment Pools

### Fund Type

|                          |  | Non-Endowed | Quasi-Endowed | Endowed |
|--------------------------|--|-------------|---------------|---------|
| <input type="checkbox"/> | Liquid Reserves  | ✓           |               |         |
| <input type="checkbox"/> | Low Duration Fixed Income                                    | ✓           |               |         |
| <input type="checkbox"/> | Income & Growth  | ✓           |               |         |
| <input type="checkbox"/> | Passive Long-Term Growth (formerly Passive Diversified)      | ✓           | ✓             | ✓       |
| <input type="checkbox"/> | Active Long-Term Growth (formerly Moderate Growth)           | ✓           | ✓             | ✓       |
| <input type="checkbox"/> | Diversified Long-Term Growth (formerly Endowed & NonEndowed) | ✓*          | ✓*            | ✓       |

\*Restrictions on withdrawals apply depending upon the fund balance. Less than \$1M – Available within 90 days; \$1M - \$5M – 80% available within 90 days, remainder within 1YR; Greater than \$5M, please contact relationship manager.

### Anticipated Distribution Horizon (in years)



By signing below, I (we) understand that all agency funds are subject to the policies of Foundation For The Carolinas as set forth in the Charitable Giving Guide and if applicable, understand the liquidity terms described above. The investment recommendation selected above includes careful consideration of the anticipated annual spending and distribution plans for the agency fund.

Agency Fund Name & Number: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Print name: \_\_\_\_\_ Date: \_\_\_\_\_

Please email the completed form to [investments@ffc.org](mailto:investments@ffc.org).

Foundation For The Carolinas does not provide tax, legal or investment advice. The information in our publications and on our website is general in nature, and is not intended to be a substitute for consulting your legal, tax or investment advisor regarding your particular situation. Any performance data is based on past performance and is no guarantee of future results.