

# ESTABLISHING A DISCRETIONARY FUND



**Fund Name** \_\_\_\_\_

**Fund Status** (check one)

Permanent      Non-Permanent

Fund Minimum (\$10,000)

Spending Policy

Any Amount

## Contribution

Please indicate the dollar amount and type of gift below.

Cash \_\_\_\_\_

Securities \_\_\_\_\_

Life Insurance \_\_\_\_\_

Bequest \_\_\_\_\_

Real Estate \_\_\_\_\_

Other \_\_\_\_\_

## Investment Portfolio

Donors may customize the investments of their fund by allocating assets among the following pools. There are two options: 100% to a single fund or 50% and 50% to two funds. Please indicate your desired allocation of 100% of assets below.

### Main Portfolio

\_\_\_\_ % Long-term growth to meet incremental charitable spending needs and expenses.

### ESG (Environment, Social, Governance) Portfolio

\_\_\_\_ % Long-term growth investing in an environmentally-oriented portfolio.

### Index Portfolio

\_\_\_\_ % Low cost passively managed portfolio seeking long-term growth via well-diversified market exposures.

As a default, all future contributions will be invested based on the allocation referenced above. The default allocation may be changed upon written request.

## Discretionary Fund Details

Annual distributions from the Fund will be made by the Foundation's community grants committee for current needs and optimal community support, now and in the future.

## Donor/Contact - 1st

Name \_\_\_\_\_

Gender \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Personal Email \_\_\_\_\_

Company Name \_\_\_\_\_

Business Address \_\_\_\_\_

Business Email \_\_\_\_\_

Preferred Email      Personal      Business      Preferred Mailing Address      Home      Business

## Donor/Contact - 2nd

Name \_\_\_\_\_

Gender \_\_\_\_\_ Date of Birth \_\_\_\_\_

Home Address \_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Personal Email \_\_\_\_\_

Company Name \_\_\_\_\_

Business Address \_\_\_\_\_

Business Email \_\_\_\_\_

Preferred Email      Personal      Business      Preferred Mailing Address      Home      Business

## Communication/Grant & Community Acknowledgement

Y       N

Would you like to remain anonymous in communications about your Fund?

Would you share a picture with the Foundation that depicts this Fund?

## Referral Source

Friend or Associate \_\_\_\_\_

Foundation employee or volunteer \_\_\_\_\_

Website \_\_\_\_\_

Newsletter or mailing \_\_\_\_\_

Invitation to an event \_\_\_\_\_

Attorney, CPA, financial planner, etc. \_\_\_\_\_

Advertising \_\_\_\_\_

Other \_\_\_\_\_

## Estate Planning

I have remembered Greater Worcester Community Foundation in my estate plans.

I would like more information on how to include Greater Worcester Community Foundation in my estate plans.

## Acknowledgement & Signatures

I/we acknowledge that I/we have read Greater Worcester Community Foundation Fund Terms and Conditions and agree to the terms, fees, and conditions described therein. I/we understand any contribution, once accepted by the Foundation Board of Directors, represents an irrevocable contribution. Greater Worcester Community Foundation Board of Directors has variance power under IRS regulations, and this gift is not refundable to me/us. I/we hereby certify, to the best of my/our knowledge, all information presented in connection with this form is accurate, and I/we will notify Greater Worcester Community Foundation promptly of any material changes.

### Donor (1st)

Signature \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Date \_\_\_\_\_

### Greater Worcester Community Foundation

Signature \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Date \_\_\_\_\_

### Donor (2nd)

Signature \_\_\_\_\_

Print Name/Title \_\_\_\_\_

Date \_\_\_\_\_

Please make checks payable to **Greater Worcester Community Foundation** and mail this form to:

Greater Worcester Community Foundation  
Attn: Philanthropic Services  
One Mercantile Street, Suite 010  
Worcester, MA 01608

If you have any questions, please contact us  
at **508-755-0980** or **donorservices@greaterworcester.org**

## Fund Terms & Conditions

- 1. Tax Status of Funds** This Named Fund and all Funds established at Greater Worcester Community Foundation (the “Foundation”) are component funds of the Foundation, a 501(c)(3) public charity. Gifts to such funds are tax deductible to the extent allowed by law, subject to individual and corporate limitations.
- 2. Property of the Fund** The Fund shall include the property received herewith, such property as may from time to time be received by the Foundation from the donor for inclusion in the Fund and accepted by the Foundation, and all undistributed income from the foregoing property. The Fund shall be the property of the Foundation, held by it in its corporate capacity, and shall not be deemed a trust fund held by it in a trustee capacity. The Foundation shall have the ultimate authority and control over all property in the Fund and income derived there from, in accordance with the Articles of Organization and Bylaws of the Foundation, as they may be amended from time to time, and the these Fund Terms & Conditions applied in a manner not inconsistent with said Articles and Bylaws.
- 3. Fees** The property held in the Fund shall be assessed certain fees to support the Foundation’s administrative costs and investment expenses. The amount of such fees shall be the amount assessed to similar funds held by the Foundation based upon its fee schedule. Please review the current fee schedule.
- 4. Fund Minimum** The Foundation requires \$10,000 in contributions to establish a Named Fund. It is understood by the donor that this minimum shall be contributed to the Foundation within four years of this date. If that requirement is not met within the specified time period, the Foundation shall have the discretion to transfer, distribute or use the total assets then within the Fund for purposes consistent with the intention of the donors who have contributed to this fund. Initial here if opening gift is less than \$10,000 \_\_\_\_\_.
- 5. Distributions** Distributions shall be made from permanently endowed funds at least annually to nonprofit 501(c)(3) organizations for charitable purposes. The amount of distributions from the Fund shall be governed by the Foundation’s spending policy which shall be established from time to time by the Board of Directors in its sole discretion. The Foundation reserves the right to change the spending policy in its discretion and within the parameters established by law. Funds created after September 30 will be held for at least one year before making any grants.
- 6. Grants to individuals** Due to certain provisions contained within the Pension Protection Act of 2006, the Foundation shall restrict the role of Donors (whereas the Donor maybe an individual, a club, business association, nonprofit organization, private foundation, or other group considered by the Foundation to be the Donor) in relation to grants to individuals.
- 7. Variance Power** The Foundation may modify any recommendation or condition on distribution from a Fund for any specified charitable purpose or to any specified charitable organization if, in the sole judgment of the Foundation, such recommendation or condition becomes unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community. Whenever possible, the Foundation will confer with the donor or the donor’s representative and stay as close as possible to the original intent of the donor. If the Foundation ceases to be a qualified charitable organization, or if the Foundation proposes to dissolve, the assets of the Fund shall after payment or making provision for payment of any liabilities properly

chargeable to the Fund, be distributed to \_\_\_\_\_ to be used exclusively for charitable purposes. If \_\_\_\_\_ is not a qualified charitable organization, said assets shall be distributed in such a manner and to such an organization as satisfies the requirements of a qualified charitable organization and serves purposes similar to those of the original underlying donor intent.

**8. Additions to Fund** Gifts may be added to the Fund at any time by the donor or other donors to the Fund.

**9. Financial Reports** Foundation shall provide financial status reports at least annually.

**10. Investment of Assets** The donor will be advised of the investment policy and the inherent risks undertaken therein. All assets contributed to funds established at the Foundation will be managed within a pooled investment in accordance with the investment policy set forth by the Foundation's Board of Directors in its sole discretion from time to time. Please review the investment policy.

**11. Definitions and Construction** As used in the Agreement, a "qualified charitable organization" means an organization described in Section 501(c)(3), which is not a private foundation under Section 509(a) of the Internal Revenue Code of 1986. It is intended that the Fund shall be a component part of the Foundation and that nothing in this Agreement shall affect the status of the Foundation as an entity which is a qualified charitable organization. This Agreement shall be interpreted in the manner which is consistent with the foregoing intention and so as to conform to the requirements of the Internal Revenue Code and any regulations issued pursuant thereto applicable to the status of the Foundation as a charitable foundation.



We foster greater giving and impact for all of Worcester County.