
This FUND AGREEMENT (“Agreement”) is made this ____ day of _____ 201__, between the TRISKELES FOUNDATION (“Foundation”) and (fill in organization’s name) _____ (“Donor”) to establish a Donor Advised Endowment Fund of the Foundation.

1. CREATION OF THE FUND

a) **Initial Contribution** ~ The Donor(s) hereby contributes \$_____ to the Foundation to create the _____ (“The Fund”). The Donor or any other person or organization may make a subsequent contribution to the Fund. All contributions to the Fund shall be administered pursuant to the terms and conditions of this Agreement. The Fund shall be held by The Triskeles Foundation.

2. PURPOSE OF FUND

- a) The purpose of the Fund is to provide funds for _____
- i. The mission of the organization is: _____
- b) In the event that it becomes unnecessary, undesirable, impractical or impossible to utilize funds for such purposes, the Foundation shall have the right to utilize the Fund for [insert one of the purposes listed in 4. d) on next page] or for such other charitable purposes as it deems appropriate in accordance with its governing instruments.

3. DISTRIBUTIONS FROM THE FUND

The Foundation shall make distributions from the income only of the Fund in accordance with a Spending Policy adopted by the Foundations Board of Managers (the Board) for component funds of the Foundation. The Spending Policy is designed to allow the funds to be invested on a “total return” basis to maintain and, if possible, increase the real value (as adjusted for inflation) of the funds, while at the same time providing a relatively steady and predictable level of funding for grantees. In compliance with Pennsylvania law, the Board reviews the Spending Policy annually and approves the Spending Rate for the following fiscal year. The Spending Rate in effect on the date hereof provides for the Foundation to spend annually up to 5% of the average quarterly value of the Fund calculated over twenty-trailing quarters. The administrative fee of 1% is included in this calculation.

4. DONOR ADVISED FUND

- a) The Donor may advise the Foundation in writing from time to time on the distribution of the Fund. In addition, the Donor may designate in writing one or more persons to advise the Foundation in the event of the withdrawal, incapacity or death of the Donor ([or the survivor], for up to _____ years after the death of the Donor [or the survivor]).
- b) If more than one person shall have the right to advise the Foundation at any time, and the Donor shall not have designated a spokesperson as the advisor, those who have a right to advise shall unanimously notify the Foundation in writing of the spokesperson who shall communicate with the Foundation on their behalf. The Foundation may rely

upon such notification until changed by written notice executed by a majority of such persons, and shall not be obligated to consider advice without the designation of an Advisor.

- c) In the event that no one advises the Foundation on the distribution of the Fund for three consecutive years, the Foundation may deem that no one has an interest in advising with respect to the Fund, and may terminate such rights after written notice to the last known address of the last designated spokesperson.
- d) On the expiration of the advice term set forth above in paragraph 4(a) or in the event that advice rights are terminated under paragraph 4(c), the Donor designates that the Fund:
 - i. Become an unrestricted fund; or
 - ii. Be restricted for the purpose(s) indicated below:
 - arts, culture and humanities
 - children, youth and families
 - education
 - environment/agriculture/ecology
 - health
 - human services
 - public and community development
 - social action/social justice

5. ADMINISTRATION

- a) 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 accordance with procedures for the administration of similar funds of the Foundation, including charges for Foundation services. The Fund, and distributions from the Fund, shall be subject to the ultimate control and absolute discretion of the Foundation.
- b) No distribution shall be made from the Fund to satisfy a pledge or other commitment of the Donor or any other person with the right to advise the Foundation.
- c) Any recipient of benefits from the Fund shall be advised that such benefits are from the Fund.
- d) The Fund is intended to be a component part of the Foundation.
- e) Charges shall be assessed against the Fund consistent with the charges assessed from time to time against similar funds of the Foundation.

6. AGREEMENT IRREVOCABLE; LIMITED POWER OF AMENDMENT

This Agreement is irrevocable. For the sole purpose of ensuring that the Fund qualifies as a component part of the Foundation for federal tax purposes, however, the Foundation, acting alone, shall have the power to modify the terms of this Agreement to the extent necessary to ensure such qualifications.

7. CONTROLLING LAW

This agreement shall be governed in all respects by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Foundation and the Donor have executed this Agreement.

Attest:

THE TRISKELES FOUNDATION

By: _____
Clemens Pietzner, President

Date: _____

Witness:

DONOR

Name: _____

Date: _____

ASSIGNMENT OF SPOKESPERSON/ADVISOR

I/We designate _____ as spokesperson for the _____ Fund to advise the Foundation [provided that, upon the death or incapacity of the spokesperson during the life of the other Donor, the other Donor shall become the Advisor].

In the event of [my] withdrawal, incapacity or death [of the survivor of us], I/we designate _____ to advise the Foundation on the distribution of the Fund for a period of up to ____ years after [my] death [of the survivor of us]. If more than one person has been designated, _____ shall be the spokesperson.

I/We retain the right to revoke this designation and to designate a different Advisor or persons to advise the Foundation in writing at any time in the future.

Date: _____

Donor: _____

Donor: _____

Name and Address of Designated Advisor: _____
