The ____________ Fund

Fund Agreement

1. **Contribution.** We do hereby give ____________________________ stock valued at approximately $____________ to the Greater Cincinnati Foundation (“GCF”), an Ohio nonprofit corporation.

2. **Name of Fund.** This gift and any additional gifts of cash, securities or other property shall be held in an account to be known as The ________________ Fund of the Greater Cincinnati Foundation (the “Fund”). The Fund shall include this initial gift, additional property as may from time to time be transferred to and accepted by GCF for inclusion in the Fund, and all undistributed income and investment returns from such property. Gifts made to the Fund are irrevocable.

3. **Investment Strategy.** We request that ____________________________ be named as Investment Advisor to hold and administer the investments of the Fund. The Fund shall be a component fund of GCF, subject to the Articles of Incorporation and Code of Regulations creating the Greater Cincinnati Foundation, as now or hereafter amended (“Articles and Regulations”). The Fund shall be the sole and exclusive property of GCF, and GCF shall have the right to change Investment Advisors at any time.

4. **purposes.** Under any and all circumstances, the principal and income of the Fund must be devoted exclusively to public charitable uses or purposes as defined in the Articles and Regulations.

5. **Distributions.** We reserve the privilege of making suggestions to GCF concerning grant distributions from the income and/or principal of the Fund to distributees, all of which must be tax exempt organizations qualified under Section 501(c)(3) of the United States Internal Revenue Code (1986), as amended (the “Code”), and none of which may be classified as private foundations under Section 509(a) of the Code. After our lifetimes, our children shall serve as successor advisors to the Fund (collectively, the “Successor Advisors”), and each shall serve as the primary contact between the Successor Advisors and GCF in the respective order listed herein:

   1. ________________
   2. ________________
   3. ________________

GCF shall have the right to rely on the representations of the Primary Contact as representative of the decisions of the Successor Advisors. The Successor Advisors shall act by unanimity. After considering the suggestions made by either us or by the Successor Advisors, the decisions of the Governing Board of GCF as to any disbursements from the Fund shall be final and conclusive, and such suggestions shall not have any binding effect upon GCF.
No distributions shall be made to fulfill any pledge, obligation, commitment, or membership that we and/or any of the Successor Advisors have made, or to support any activity from which we and/or any of the Successor Advisors receive benefit unless permitted under the federal tax rules applicable to donor advised funds. Donors, advisors or related parties may not receive grants, loans, compensation or similar payments (including expense reimbursements) from this fund. Further, this fund may not make grants to individuals or to charitable entities for the benefit of a specified individual(s).

6. **Fund Activity.** GCF encourages fund advisors to actively employ their funds. To ensure the consistent distribution of charitable dollars to the community, the Foundation periodically reviews the activity of all funds.

In the event that a fund becomes inactive for a period of three years, neither receiving additional contributions nor making grants, GCF will contact the current advisors to discuss intentions for the fund. If after three attempts GCF is unable to obtain a reply from the current advisors or designated successor advisors, GCF will convert the Fund at the beginning of Year 5 in accordance with the Fund’s succession plans (as outlined in this Fund Agreement, paragraph 8, or any subsequent resolution adopted by the Governing Board of GCF at the fund establisher’s request). As with all GCF funds, the Governing Board is responsible for fulfilling the donor’s documented charitable intent.

7. **Amendment.** This Fund Agreement shall be subject to GCF’s policies on donor advised funds as they may be amended from time to time and any such amendment shall apply to funds created both before and after the effective date of any such amendment.

8. **Component Fund.** After the lifetimes of all of the Successor Advisors, the Fund shall remain a component fund of GCF, making distributions for the benefit of deserving nonprofit organizations in the Greater Cincinnati region. At that time, and for purposes hereof, the amounts available for distribution will be based upon the then current spending policy of GCF, or will be the net income when not otherwise provided in the Foundation’s then-current spending policy.

9. **Administrative Contributions.** We understand that a minimum fee may apply. In addition, GCF will assess reasonable administrative contributions against the Fund for investment, custody, and administrative services in accordance with its schedule of administrative contributions, as amended from time to time.

Date: ________________________________  ________________________________

Name

Date: ________________________________  ________________________________

Name

Greater Cincinnati Foundation

Date: ________________________________  By ________________________________

Phillip P. Lanham
Vice President, Donor & Private Foundation Services