



**THIS AGREEMENT**, made at Richmond, Virginia, this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and between THE CATHOLIC COMMUNITY FOUNDATION OF THE DIOCESE OF RICHMOND ("the Foundation"), 7800 Carousel Lane, Richmond, Virginia 23294, and the \_\_\_\_\_  
Donors and other Donors ("the Donor"). *(donor name or campaign name)*

**WITNESSETH:**

**I. CREATION OF THE FUND:**

There is hereby created the \_\_\_\_\_ Fund ("the Fund") to  
*(fund name)*  
receive, hold, manage and administer contributions and funds to support \_\_\_\_\_.  
*(fund purpose)*

This Fund was created with gifts from \_\_\_\_\_ and other donors, the Donor.  
*(source of funds)*

The Foundation shall hold the assets, together with any additions thereto, and shall invest and reinvest the same and shall distribute income as hereinafter set forth. As a temporarily restricted fund, the Foundation shall ensure that the principal of the Fund, any subsequent gifts thereto, and any investment income shall be used for the Fund's donor-imposed purpose.

**II. INVESTMENT OF FUNDS:**

The assets of the Fund may be invested in common with other funds of the Foundation, but separate records shall be kept of the assets, and its investment income, losses, future additions, if any, and disbursements. The assets of the Fund shall be invested at the discretion of the Board of Directors of the Foundation, in accordance with Foundation's by-laws and investment policy in order to generate income.

**III. WITHDRAWAL FROM THE FUND:**

The Foundation is authorized to appropriate for expenditure or accumulate so much of the Fund as the Foundation determines is prudent for the uses, benefit, purposes, and duration for which the Fund is established. In making this determination, the Foundation shall consider the duration and preservation of the Fund, general economic conditions, the possible effect of inflation or deflation, and the expected total return and the appreciation of investments. Any net income not distributed shall be considered Temporarily Restricted and as such, may be withdrawn for purposes consistent with which the Fund was established.

**IV. FEES FOR MANAGING CHARITABLE FUNDS:**

The Fund will pay an annual fee for the general support of the Foundation to advance its charitable mission. Fees are based upon the Foundation's policy on general support for a temporarily restricted fund and the percentages are based upon the fund's trailing three-year average asset value calculated as of December 31, of the prior year. A copy of the policy is attached hereto.

**V. CHANGE IN CIRCUMSTANCES:**

If, due to a change in circumstances not anticipated by the Donors, it becomes impractical or wasteful to fulfill the intentions of the Donors as described herein, a modification may be made, such modification to the extent practicable, shall be in accordance with the Donors' probable intentions. Any modification may not allow the Fund to be used for a purpose other than a charitable purpose of the Foundation.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the day and year first above written.

**Donor/Responsible Party:**

**The Catholic Community Foundation  
of the Diocese of Richmond**

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
President, Board of Directors

\_\_\_\_\_  
Date

**WITNESS:**

**ATTEST:**

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Secretary, Board of Directors

\_\_\_\_\_  
Date