



ENDOWMENT FUND AGREEMENT

OF THE OKLAHOMA DISCIPLES FOUNDATION

(Last Board Review: April 30, 2024; April 25, 2023; April 26, 2022; April 27, 2021

Revised: May 7, 2015)

(fund name)

ENDOWMENT

An ENDOWMENT AGREEMENT, entered into on the ___ day of _____, 2024 between _____ ("Donor") and the Oklahoma Disciples Foundation, Inc. ("Foundation"), an Oklahoma nonprofit corporation, establishing a permanent endowment to be held, managed and used by the Foundation for the benefit of _____ ministries in the manner described below.

A. Endowment Established

The Foundation shall establish the _____ **(fund name)** ("Endowment"), pursuant to the terms of this Agreement and Foundation policies adopted by the Board of Directors of the Foundation, on the date that Foundation receives and accepts from the Donor the initial funding requirements. The Endowment shall be classified a **permanent irrevocable endowment** with assets held and managed for investment and appropriation for purposes described below.

B. Background, purpose, beneficiaries of distributions and restrictions

1. Background and purpose
(See attached.)

2. Beneficiaries of the fund are:

3. Restrictions are:

Distributions may be reinvested in the endowment fund if necessary. The intent of this Endowment is to create a perpetual fund.

C. Transfer of Assets

The Endowment shall be established upon irrevocable transfer to and acceptance by Foundation of _____ (*Dollars*).

D. Board Oversight of Endowment

The Foundation Board of Directors shall have full and complete oversight of the Endowment funds, distributions and uses. The Board shall have the right to request and receive from any beneficiary detailed information concerning the use of any distribution both before and after such distribution is made. The Board shall have the authority in extraordinary circumstances to withhold distributions if the Board believes the distribution will not be used for the intended purposes under this agreement or cannot determine whether it will be used for such purposes.

E. Endowment Pay-out

The annual distribution available for spending shall be determined by the spending policy established by the Foundation’s Board of Directors, and in accordance with state law, including the Oklahoma Uniform Prudent Management of Institutional Funds Act (“UPMIFA”), and generally accepted accounting practices.

F. Investment of Endowment Assets

The Foundation shall invest endowment assets as an institutional fund under UPMIFA with the goal of optimizing yield and maintaining the spending power of the endowment assets. The Endowment’s assets shall be subject to the investment policies of Foundation relating to endowments, and shall be managed in a manner that is consistent with these requirements. The Foundation shall exercise exclusive authority over management of the Endowment, including the pooling of the Endowment for

investment and payout purposes, and accounting for endowment assets under generally accepted accounting principles.

G. Additional Assets to Endowment

Additional assets may be added to the Endowment by contribution or by transfer of other funds held by the Foundation. Such additional assets shall not contain restrictions, conditions, or designations which are inconsistent or in conflict with this Agreement.

H. Alternative Use of Endowment Distributions

In the event any beneficiary ceases to exist, ceases to hold nonprofit 501(c)3 status, or for Christian Church (Disciples of Christ) affiliated entities ceases to be affiliated with the Christian Church (Disciples of Christ) or the above described purpose is frustrated, becomes unreasonable, burdensome, or cannot otherwise be accomplished, Endowment distributions shall be made available as specified by the Board of Directors of the Oklahoma Disciples Foundation, Inc. for uses most consistent with the above purpose, and the source of funds shall always clearly be identified as _____ Endowment. The Board of Directors of the Oklahoma Disciples Foundation may only change beneficiaries hereunder for the reasons stated in this agreement. No beneficiary shall lose the right to distributions from this endowment merely because any other beneficiary hereunder has lost the right to a distribution for any of the above listed reasons. Under this Agreement, the Foundation shall not treat beneficiaries unaffiliated with the Christian Church (Disciples of Christ) differently from Christian Church (Disciples of Christ) affiliated beneficiaries so long as the unaffiliated beneficiary maintains qualified nonprofit status and continues its purpose at the time the beneficiary was designated.

I. General

This Agreement will be binding upon and inure to the benefit of the parties and their successors or assigns.

The Foundation shall be entitled to charge reasonable fees as determined by the Foundation Board of Directors for the management of the endowment funds.

This Agreement will be governed and interpreted in accordance with the laws of the State of Oklahoma.

If any part of this Agreement is found to be invalid or unenforceable, then that part will be modified as required to make it valid and enforceable or, if incapable of such modification, stricken and the remainder of the Agreement will remain valid and enforceable.

The Endowment shall be managed in accordance with applicable law, the provisions of this Agreement, and Foundation’s endowment policies. The Foundation shall establish criteria and procedures for the expenditure of funds appropriated from the Endowment.

No interest of any beneficiary in the income or principal distributable under this Endowment Agreement shall be subject to voluntary or involuntary transfer, nor shall such interest be subject to anticipation or assignment by any beneficiary, or to attachment by or to the interference or control of any creditor or assignee of any beneficiary, or be taken or reached by any legal or equitable process in satisfaction of any debt or liability of any beneficiary, and any attempted transfer or encumbrance of any interest in such property by any beneficiary hereunder prior to distribution shall be void.

This agreement made as of the day and date first above written.

CHURCH/ORGANIZATION/INDIVIDUAL DONOR NAME:

_____, Trustee

_____, Trustee

OKLAHOMA DISCIPLES FOUNDATION

Eric S. Gray, Executive Director

Mickey Moery, Board President