

\_\_\_\_\_ **(fund name)** \_\_\_\_\_

## ENDOWMENT

An ENDOWMENT AGREEMENT, entered into on the \_\_\_ day of \_\_\_\_\_, 2017 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

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 \_\_\_\_\_.

**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 Payout**

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**

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. 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 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 the beneficiaries cease to exist, cease to be affiliated with the Christian Church (Disciples of Christ) or the above 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 the \_\_\_\_\_(endowment fund name)\_\_\_\_\_..

## **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. 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.**

\_\_\_\_\_, DONOR

\_\_\_\_\_  
\_\_\_\_\_, Trustee

\_\_\_\_\_  
\_\_\_\_\_, Trustee

FOUNDATION

\_\_\_\_\_  
Eric S. Gray, Executive Director

\_\_\_\_\_  
\_\_\_\_\_, Board President