

ENDOWMENT AGREEMENT - TEMPLATE

- I. Establishment:** Skagit Valley College Foundation (SVC Foundation) agrees to establish the *[Enter Endowed Fund Name Here]* according to the terms of this agreement, to become effective upon receipt of a gift described in Article V of this agreement or when other contributions for the Fund total at least *[\$Enter Amount Here]*.
- II. Purpose:** The purpose of the Fund shall be to support *[i.e. Foundation Operating Fund, Scholarship, Removing Barriers Campaign, Student Childcare Assistance, Student Emergency Fund, or Student Opportunity for Excellence]*
- III. Restrictions:** (EXAMPLE) *The Smith Family Scholarship will support:*
- *Student activities and enrichment opportunities in the*
 - *Second year student(s)*
 - *Students must maintain a 3.0 GPA*
 - *Priority consideration given to students with demonstrated financial need*
 - *Other restrictions as agreed by the Donor(s) and Foundation*
- IV. Donor(s):** *State the name(s) of the primary donor(s), his/her/their affiliation with SVC Foundation, why the Fund is being established, and some brief biographical information about the donor(s). This is the only record that will endure, and it should be sufficient to memorialize the donor(s) and provide information for any future publication about the Foundation's endowment funds.*
- V. Assets Anticipated to be Received for the Fund:** The Fund shall be established or may be supplemented with the following: *[Include all applicable items.]*
1. *A cash gift of \$_____.*
 2. *A gift of securities [or real property] valued at \$_____. [If the value is unknown the property may be described.]*
 3. *A gift of the remainder interest of a charitable remainder trust executed on _____.*
 4. *(A) future bequest(s) from the estate(s) of the Donor(s), valued at approximately \$_____.*
 5. *Additional gifts that the Donor(s) intend(s) to complete by [date] which, when added to the initial gift, total at least \$_____.*
 6. *Any other gifts or bequests that the Donor(s) or other persons may designate for this purpose. [This provision should always be included.]*
- VI. Publicity:** Skagit Valley College Foundation may distribute information about the endowment and its future allocations through publications, press releases and other outreach programs of the College. We shall inform student recipients of the source of these funds; however, any correspondence the student wishes to have with the donor will be coordinated through the SVC Foundation.
- VII. Investment:** Endowment funds are invested through a professional investment management firm to achieve the greatest total return and growth consistent with an appropriate degree of safety, diversification and liquidity. Investment procedures are consistent with Skagit Valley College's Investment Policy and Guidelines (available upon request). The Foundation will manage the endowment and will make performance data available to the donor (or their alternative representative(s) if detailed below) on an annual basis.

VIII. Distribution: Skagit Valley College Foundation Board of Governors generally allocates 3-5% of the fund balance at the end of every calendar year, for use in the following fall. The allocation may be based on the earnings of the prior year and other considerations including extraordinary need, general economic conditions and the requirement to maintain principal. All earnings/losses and capital appreciation/depreciation, after administrative fees and distributions, are retained in the Endowment.

IX. Administrative Fees: In accordance with the SVC Foundation’s Endowment Policy, the Foundation will charge an administrative fee on endowments managed by the Foundation. The fee is comparable to fees charged by other college and university foundations in the region. At the date of signature, Skagit Valley College Foundation annually charges one and one half percent (1.5%) administrative fee.

X. Amendment: If changed circumstances should at some future time make it impossible or impractical to continue using the distributions from this endowment for the purpose designated in Articles II and III of this agreement, the donor or their representative(s) will be consulted in order to adjust the criteria for expenditures from the endowment. Should the donor be deceased or otherwise unavailable, SVC Foundation Board of Governors, with the advice of the College President, and any alternate representative(s) if detailed below, will re-direct the purpose of the endowment adhering as closely as possible to the donor’s original intent.

This agreement may be amended by the mutual consent of the Foundation and the Donor(s), or the fund representative(s).

DONOR(S):

SVC FOUNDATION:

[Enter Name]

[Name, Title]

[Enter Name]

[Date]

[Date]

The Donor(s) may designate an alternate representative(s) to make decisions on this agreement should the donor(s) be deceased or unavailable. Please include name(s) and contact information below:

Name/Relation

Name/Relation

Address

Address

Phone/Email

Phone/ Email

Skagit Valley College (SVC) Foundation is a 501 (c) 3 organization chartered in 1978 to promote and support Skagit Valley College. The SVC Foundation is overseen by a volunteer Board of Governors and is independently audited each year. All contributions are tax-deductible to the fullest extent of the law.

Skagit Valley College Foundation Tax I.D. # 91-1012915