**AGREEMENT ESTABLISHING THE**

***Click or tap here to enter text.* SPECIAL PROJECT FUND**

**AT ROTARY WORKS FOUNDATION**

This agreement is made by and between the (***Click or tap here to enter text.*** ROTARY CLUB) and the Rotary Works Foundation (herein after referred to as the “Foundation”), a charitable organization described in section 501(c)(3) of the Internal Revenue Code, operating in La Crosse, Wisconsin, bearing Federal Tax I.D. #93-0833338.

The (***Click or tap here to enter text.***ROTARY CLUB) will soon direct to the Foundation irrevocable gifts from community donors. It is the Club’s request these gifts to the Fund hereafter described, be used to establish and maintain a temporary **SPECIAL PROJECT** fund (the “Fund”) of the Foundation that shall be held and administered as follows:

1. **NAME OF FUND.** This charitable fund shall be known as the ***Click or tap here to enter text.*** (herein referred to as the ‘Fund’) and shall be identified as such during its administration and distributions.
2. **PURPOSE.** The Fund’s restricted purpose is to accept charitable contributions from individuals and/or businesses interested in supporting *Click or tap here to enter text*
3. **CONTACTS.** The current primary representatives for the Fund are indicated below. The Foundation will be notified in writing by the current Club President of any change in authorized fund representatives.

Contact 1

Name: ***Click or tap here to enter text.***

Title: ***Click or tap here to enter text.***

Phone: ***Click or tap here to enter text.***

Email: ***Click or tap here to enter text.***

Contact 2

Name: ***Click or tap here to enter text.***

Title: ***Click or tap here to enter text.***

Phone: ***Click or tap here to enter text.***

Email: ***Click or tap here to enter text.***

1. **OWNERSHIP**. The Fund will be a component fund of the Foundation maintained in an account held with no risk of loss in principal value. Assets of the fund may be commingled with other assets of the Foundation. The receipts and disbursements of the Fund shall be accounted for separately and apart from those of other gifts of the Foundation. The Foundation shall meet all reporting requirements to the IRS and any other state or federal agency on the activity in the Fund.
2. **DURATION.** The Fund shall be in place from the date of this signed agreement until the project described in section 2 is complete, which is estimated to be ***Click or tap here to enter text.*** (not to exceed 3 years). The fund shall remain open up to 6 months past the estimated completion date or until all distributions have been made.  Should the project not be completed by the estimated date, either party may define a new completion date within 6 months of the current estimated date. If a new estimated date is not defined within the 6-month extension window, the agreement shall be considered terminated.  The agreement may be terminated – in writing – by either party.

If for any reason the project as defined in Section 2 above is not completed, then assets in the fund will be redirected to ***Click or tap here to enter text.***

1. **COST.** The Club understands there will be a fee for administration of the Fund. The fee will either be 5% of all deposits, or a minimum of $250 annually. There will be no initial set-up fee.
   1. Any direct costs associated with administration of the fund (i.e. printing for special mailing, postage, credit card fees, etc.) shall be charged directly to the Fund.
   2. Additional fees may apply for unexpected expenses or administrative time incurred on behalf of the project.
   3. The Foundation reserves the right to renegotiate the administrative fee at any time.
2. **BENEFITS & SERVICES.** The Foundation’s administration fee includes the following benefits & services:

|  |  |
| --- | --- |
| **Type** | **Service** |
| **Governance & Leadership** | * Fiduciary oversight of activities by the Foundation’s board * Increased credibility from the Foundation’s endorsement * Access to the Foundation’s expertise, knowledge and connections regarding the philanthropic landscape in the La Crosse area |
| **Counsel &**  **Support** | * Fielding questions from the public and donors * Maintaining donor records * Special donor reports as requested |
| **Financial &**  **Accounting** | * Access to the 501(c)3 charitable status of the Foundation * Creation of a named component fund for separate accounting of all related activities, including deposits and distributions * Oversight of the fund’s assets * Accept and process all charitable gifts, including online gifts and more complex gifts like appreciated securities * Gift acknowledgement in a manner appropriate for tax purposes * 24/7 online access to fund accounting records * Special financial reports as needed * Independently audited annual financial statement, as required * Preparation of tax returns as a component fund of the Foundation |
| **What is NOT provided** | * Fundraising assistance, other than connection to other Rotary related grant opportunities * Operating financial support * Any additionally needed insurance |

1. **DISTRIBUTIONS.** The named authorized representatives for the Fund may recommend/request distributions from the Fund for the charitable use as described in section 2 above, understanding:
   1. All distributions to non-charitable organizations will require expenditure responsibility, meaning distributions will only be made to directly pay or reimburse documented expenditures for the project.
   2. Distributions may never exceed the total value of the assets in the Fund.
   3. Project representatives and related third parties cannot and do not expect to receive personal benefit for any distribution from the Fund. The Foundation may not accept gifts to the Fund from private companies whose owners/family members might have financial interest in or benefit from the project.
2. **GOVERNANCE/ADMINISTRATION** - In connection with the establishment of the Fund, we hereby acknowledge and represent that:
3. Notwithstanding anything herein to the contrary, the Foundation shall hold the Fund, and all contributions to the Fund, subject to the provisions of any applicable laws and the Foundation’s Articles of Incorporation and Bylaws. The Board shall monitor the distributions of the Fund to ensure it is used exclusively for the charitable purposes as outlined in this agreement.
4. Additional gifts to the fund are welcome at any time. All gifts are subject to the Foundation’s Gift Acceptance Policy as in effect from time to time.
5. All assets of the Fund shall be assets of the Foundation. The Foundation has exclusive legal control over the assets of the Fund for use only as described in this agreement.
6. In accordance with IRS regulations, and the Bylaws of the Foundation, the Foundation’s Board of Directors has variance power and duty to modify and vary any donor direction, restriction, condition, or limitation set for the Fund’s purpose in the event the purpose becomes unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served by the Foundation. Variance power ensures that the fund will never become obsolete. The exercise of such power is extremely rare, and will never be done without first consulting fund representatives.
7. This Agreement constitutes the entire Agreement with respect to the subject matter thereof and supersedes and revokes all prior Agreements between the parties. This Agreement may be modified or amended only in writing signed by both parties.
8. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, legal representatives, successors, and assigns. This agreement may not be amended or reassigned by either party without the prior written consent of the other party.
9. The persons signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity.
10. This agreement may be executed in any number of counterparts with the same effect as if all signatories (i.e. representatives of the named beneficiary) had signed the same document. All counterparts must be construed together to constitute one and the same instrument. This agreement may be transmitted and signed by facsimile or portable document format (PDF). The effectiveness of any such documents and signatures shall, subject to applicable law, have the same force and effect as manually signed originals and shall be binding on all related parties as indicated in this agreement.

The undersigned have caused this agreement to be executed as set forth above. This document will constitute our agreement concerning the ***Click or tap here to enter text.*** **Fund** at Rotary Works Foundation.

BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Signature (Authorized Representative) Print Name/Rotary Club President

The Rotary Works Foundation hereby accepts the forgoing agreement and agrees to hold, administer and distribute the Fund upon the terms and conditions herein contained.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Rotary Works Foundation Board Chair

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_

Rotary Works Foundation Board Treasurer