

*For best results while filling out this form, use a PDF Reader (not a tab in your browser)*

THIS AGREEMENT has been made as of the \_\_\_\_ day of \_\_\_\_\_ **202**\_\_ by \_\_\_\_\_ (hereafter referred to as the “Organization”) and In His Steps Foundation.

**Please fill in the information below:**

Organization Legal Name: \_\_\_\_\_

Doing Business As Name (if different from above): \_\_\_\_\_

EIN: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Mailing Address (if different from above): \_\_\_\_\_

Phone number: \_\_\_\_\_

Website: \_\_\_\_\_

Primary Contact Person Name & Title: \_\_\_\_\_

Primary Contact Person’s Email & Phone Number:  
\_\_\_\_\_

Preferred Method of Receiving Quarterly Statement \_\_ Physical mail \_\_ Email

WHEREAS the Organization has a desire to establish an endowment fund transfer assets to, and be managed under the name of the \_\_\_\_\_ **Fund** (the “Fund”), for the purpose of general and/or specific support of the work of the Organization.

WHEREAS, it is desirable for administrative convenience and economy for the Organization to have the assets managed as a component fund of IHS Foundation, and IHS Foundation is willing to receive, invest and manage such assets, and pay out the income and/or principal in accordance with the purpose of this agreement;

NOW, THEREFORE, in consideration of the foregoing, the parties agree as follows:

1. The Organization will:
  - a) Receive 5-6% per annum of the value of the Fund, as determined on the December 31<sup>st</sup> Fund balance from year to year, or

- b) Recommend a grant from the Fund from time to time at the discretion of the Advisory Committee; such grants should average 5-6% of the Fund balance per year, or
  - c) Choose not to accept payment from the Fund in a particular year and reinvest all interest into the principal amount.
2. An **Advisory Committee** shall be selected to make recommendations to IHS Foundation. The function of the Advisory Committee shall be:
- a) To guide the marketing efforts of the Fund to the constituents, donors and members.
  - b) To make grant recommendations to the Board of Directors of IHS Foundation from the income of the Fund.
  - c) To serve as liaison between the Organization and IHS Foundation.
  - d) To recommend principal distributions above the normal distribution from the Fund if and/or when recommended by the Advisory Committee.

The members of the Advisory Committee might be:

- a) Principal/Administrator of a school.
- b) Executive Director, CFO or Director of Development of an organization.
- c) Board President, Secretary, or Treasurer.
- d) Pastor of a church.
- e) Endowment Committee.

Other considerations:

- a) Replacements for any vacancies that occur on the Advisory Committee shall be communicated to IHS Foundation in writing.
- b) Only named Advisory Committee members may authorize any action on the Fund.
- c) IHS Foundation shall receive, review, and consider written recommendations from the Advisory Committee concerning special need grants made from the income or principal from the Fund and any conditions which should be placed upon such grants.

**Advisory Committee Name 1**

_____	_____	_____	_____
Title	First Name	Middle Initial	Last Name
_____	_____	_____	_____
Date of Birth	Address (P.O. Box or Street)	City	State Zip
_____	_____	_____	_____
Home phone	<input type="checkbox"/> Cell or <input type="checkbox"/> Business phone	Email	
Relationship to Organization: _____			
Notes: _____			

**Advisory Committee Name 2**

_____	_____	_____	_____
Title	First Name	Middle Initial	Last Name
_____	_____	_____	_____
Date of Birth	Address (P.O. Box or Street)	City	State Zip
_____	_____	_____	_____
Home phone	<input type="checkbox"/> Cell or <input type="checkbox"/> Business phone	Email	
Relationship to Organization: _____			
Notes: _____			

**Advisory Committee Name 3 (Optional)**

_____	_____	_____	_____
Title	First Name	Middle Initial	Last Name
_____	_____	_____	_____
Date of Birth	Address (P.O. Box or Street)	City	State Zip
_____	_____	_____	_____
Home phone	<input type="checkbox"/> Cell or <input type="checkbox"/> Business phone	Email	
Relationship to Organization: _____			
Notes: _____			

3. IHS Foundation may charge a fee in addition to the money manager's fee from time to time for its services in connection with the Fund. The IHS Foundation fee is currently 1.25% annually of the principal balance of the Fund. Any fees shall be according to a schedule approved by the Board of Directors of IHS Foundation and shall be taken from the income (or if income is insufficient, then from the principal) of the Fund. Any modifications of the fee shall be communicated to the Advisory Committee at least thirty (30) days prior to its effective date. The parties may agree to the employment of outside agents to render services to the Fund from time to time if specific services are requested on behalf of the Fund by the Advisory Committee. The fees of outside agents shall be paid from the Fund.

4. In the event that it is no longer mutually beneficial for the Board of Directors of the Organization and the Board of Directors of IHS Foundation to operate the Fund as a fund of IHS Foundation, the adjusted fair market value of the Organization's contributions and net accumulated growth from those contributions (after payment of any fees or prorated fees), shall be distributed to a mutually agreed upon public charity or charities separate from IHS Foundation, recognized by the Internal Revenue Code as an Organization described in section 170(c)(2) and 2055(A) and (B)(1)(A) and 2522(A) and 501(c)(3) of the Internal Revenue Code of 1986, amended (the "Code") upon the recommendation of the Committee; said recommendation requiring the approval of the IHS Foundation Board of Directors.

5. In the event that the purposes of the Organization are no longer possible to attain, the Fund shall be used for such related purposes as HIS Foundation's Board, in consultation with the Advisory Committee shall determine to be appropriate, proper and legally permissible. In the event the Organization becomes inactive for a period of time, funds will accrue in the Fund for the reestablishment of the Organization's work for 7 years; afterward these funds will become a component of the IHS Foundation General Fund, the proceeds from which will benefit similar mission-minded Organizations.

6. No income or principal of the Fund shall be used for any purpose or paid to any beneficiary if such use or payment would not be permitted by the Internal Revenue code or Regulations there under for an Organization described in section 501(c)(3) of the Internal Revenue Code, to which contributions are deductible under section 170(c)(2) of the code. In addition, no income or principal of the Fund shall be used for any purpose contrary to the bylaws detailed in the IHS Foundation Code of Regulations.

- *Note: If an organization chooses to permanently close their endowment, the value of IHS Foundation's matching contribution will remain with IHS Foundation.*

7. IHS Foundation may change this agreement if a modification is needed so that the Organization or IHS Foundation may comply with requirements of the code and Regulations there under. All other changes to this Agreement must be completed by attaching amendments signed by authorized representatives of each organization.

Signed on this date: \_\_\_\_\_

For: (Organization Name): \_\_\_\_\_

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

Board Chairman and/or  
Authorized Representative

For IHSF: \_\_\_\_\_

Rev. Dr Benjamin Lee  
President  
In His Steps Foundation

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

Board Chairman and/or  
Authorized Representative

**Method of Initial Funding:**

☐ Check/Cash: \$\_\_\_\_\_

☐ Non-Cash (please describe): \_\_\_\_\_

☐ Matching amount provided by IHSF: \_\_\_\_\_