



# Wisconsin Foundation United Church of Christ

We, \_\_\_\_\_, (hereinafter "Congregation"), wish to create a **CHARITABLE FUND** (hereinafter "Fund") at the Wisconsin Foundation UCC, Inc. (hereinafter "Foundation") to be held and administered by the Foundation's Board of Directors as follows:

1. The Fund shall be known as the \_\_\_\_\_ Fund and shall be identified as such by the Foundation in the course of the administration and distribution thereof.
2. Distributions of the Fund shall be for the purpose of furthering the charitable mission and ministry of the Congregation.
3. Distributions as provided in Section #2 shall ordinarily be made upon the request of any two officers of the Congregation according to the Foundation's Spend Policy. At present the Foundation's Spending Policy is to distribute 5% of the average balance of the Fund as calculated over the last 12 calendar quarters. Distributions in excess of the Foundation's Spending Policy, up to and including distribution of all assets in the Fund, shall require the consent of a two-thirds majority of the Board of Directors of the Congregation then in office.
4. An Administrative Contribution from the assets of Fund will be assessed by the Foundation to further its mission to promote philanthropic giving in the United Church of Christ in Wisconsin. The Administrative Contribution is calculated as 0.10% of the average balance of the Fund over the previous calendar quarter. The Administrative Contribution rate is subject to change at the direction of the Foundation's Board of Directors if at least one quarter's notice be provided to the Congregation before the new rate takes effect.
5. The Fund created by this Agreement shall be administered in and under the laws of the State of Wisconsin, and this Agreement and the validity thereof shall be governed by and construed in accordance with the laws of the State of Wisconsin.
6. Notwithstanding anything herein to the contrary, the Fund shall at all times be held and administered in accordance with the provisions of the Foundation's Articles of Incorporation and Bylaws (hereinafter "Articles and Bylaws").

7. It is intended that the Fund shall be a component part of the Foundation as defined in Section 1.170A-9(e)(11) of the Income Tax Regulations and that nothing in this Agreement shall affect the status of the Foundation as an Organization described in Section 501 (c)(3) of the Internal Revenue Code of 1986 as now enacted or hereinafter amended (hereinafter "Code"); and which is not a private foundation within the meaning of Section 509(a) of the Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and to conform with the requirements of the foregoing provisions of Federal tax laws and any regulations issued thereunder.
  
8. All transfers of property under this Agreement are subject to the condition that the Foundation, as of the date of transfer, is classified in good standing by the Internal Revenue Service as an Organization described in Section 501 (c)(3) of the Code and which is not a private foundation within the meaning of Section 509(a) of the Code.

Upon such acceptance by all parties, this will constitute our Agreement with respect to the Fund.

\_\_\_ Church \_\_\_  
 \_\_\_ Address \_\_\_

Primary Contact: \_\_\_\_\_

Email of Contact: \_\_\_\_\_

Telephone of Contact: \_\_\_\_\_

By: \_\_\_\_\_  
 \_\_\_\_\_, President                      Date

By: \_\_\_\_\_  
 \_\_\_\_\_, Treasurer                      Date

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Wisconsin Foundation UCC, Inc.

By: \_\_\_\_\_  
 Andrew Warner, President & CEO