

# PHILADELPHIA FOUNDATION

## FIELD-OF-INTEREST FUND AGREEMENT

THIS FUND AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 202\_, between the PHILADELPHIA FOUNDATION, a community foundation ("PF"), and \_\_\_\_\_ ("Donor"), to establish a fund of PF.

### 1. Creation of the Fund.

Initial Contribution. The Donor hereby contributes \$\_\_\_\_\_ to PF to create the \_\_\_\_\_ Fund ("Fund"). The Donor or any other person or organization may make a subsequent contribution to PF for the Fund upon approval of PF. All contributions to the Fund shall be administered pursuant to the terms and conditions of this Agreement. The Fund shall be held by The Philadelphia Foundation, Inc.

### 2. Purpose of the Fund.

- (a) The purpose of the Fund is to provide funds for \_\_\_\_\_.
- (b) In the event that it becomes unnecessary, undesirable, impractical or impossible to utilize funds for such purposes, or to comply with any other condition of this Agreement, PF shall have the right to utilize the Fund for such charitable purposes, or to modify such conditions, as it deems appropriate in accordance with its governing instruments.

### 3. Distributions from the Fund.

- (a) PF shall make distributions from the Fund in accordance with a Spending Policy adopted by the PF's Board of Managers for component funds of PF. The Spending Policy is designed to allow the funds to be invested on a "total return" basis to maintain and, if possible, increase the real value (as adjusted for inflation) of the funds, while at the same time providing a relatively steady and predictable level of funding for grantees. The Spending Rate in effect on the date hereof provides for PF to spend annually 5% of the average fair market value of the Fund calculated over 20 trailing quarters. The current administrative fee of 1% (\$250 minimum) is included in this distribution.
- (b) PF has a non-discrimination policy that is applicable to all grantees. PF will not issue grants to any organization which discriminates on the basis of race, color, religion, national origin, sex, gender identity, sexual orientation, age, disability, or any other legally protected characteristics.

### 4. Administration.

- (a) PF shall administer the Fund in accordance with the terms of this Agreement, under and subject to PF's governing instruments, as amended from time to time, and in accordance with procedures for the administration of similar funds of PF, including charges for PF services.

- (b) The Fund, and distributions from the Fund, shall be subject to the PF's ultimate control and absolute discretion.
- (c) It is intended that the Fund shall be a "component part" of PF.
- (d) Any recipient of benefits from the Fund shall be advised that such benefits are from the Fund.
- (e) Charges shall be assessed against the Fund consistent with the charges assessed from time to time against similar funds of PF. The current annual administrative fee is 1% of the value of the Fund (minimum \$250). In addition, a 1% gift processing fee will be assessed on all gifts made to the Fund.

**5. Gift Irrevocable; Limited Power of Amendment.**

Gifts to this Fund are irrevocable. The parties or authorized representatives may amend this Agreement by mutual written consent, provided that no such amendment shall change the charitable character of the Fund. In addition, for the purpose of ensuring that the Fund qualifies as a component part of the PF for federal tax purposes, PF acting alone shall have the power to modify the terms of this Agreement.

**6. Controlling Law.**

This agreement shall be governed by the laws of the commonwealth of Pennsylvania without regard to conflict of law principles.

IN WITNESS WHEREOF, PF and Donor have executed this Agreement.

**PHILADELPHIA FOUNDATION**

By: \_\_\_\_\_  
Pedro A. Ramos  
President and CEO  
Authorized Officer

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

**DONOR**

Witness:

\_\_\_\_\_

\_\_\_\_\_

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