



### Endowed Scholarship Fund Agreement

Thank you for choosing to establish an Endowed Scholarship Fund with the Catholic Foundations of South Louisiana (“The Foundation”). The first step in opening such a fund is completing this agreement and delivering it to The Foundation, along with your contribution. Please call The Foundation office and speak to a staff member with any questions ((985) 850-3116).

#### NAME YOUR FUND

The name of your organization’s Fund may also appear in our annual report, on our website, and with other promotional materials for The Foundation.

Please name your fund.

#### BENEFICIARY ORGANIZATION INFORMATION

Distributions will be made annually to the contact identified below:

Beneficiary Organizational Name: \_\_\_\_\_

Mr.     Mrs.     Ms.     Dr.     Other: \_\_\_\_\_

First Name \_\_\_\_\_ M.I. \_\_\_\_\_ Last Name \_\_\_\_\_

Title \_\_\_\_\_ Business Phone \_\_\_\_\_

Cell Phone \_\_\_\_\_ Email \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

#### INITIAL CONTRIBUTION

An endowed scholarship is a fund that is generally intended to exist in perpetuity, and therefore it is to be managed with the objective of providing a permanent source of income or gains to support the mission of its benefited institution. When an endowment is established under The Foundation’s program, it may be funded by the institution itself, using funds or other assets contributed to the entity by its benefactors (and earnings thereon), and also directly by donors wishing to support the institution’s mission.

Gifts of cash, publicly traded securities, real estate, IRAs, retirement plans, life insurance, bequests, or other deferred gifts may be irrevocably contributed to the Fund at any time. The minimum initial

contribution must be at least \$10,000. Additional gifts may be made in any amount at any time and shall be considered part of the Fund's principal.

**IMPORTANT: Please contact our office prior to sending any money or transferring securities.**

<input type="checkbox"/>	Check Amount \$ _____
<input type="checkbox"/>	Securities # of Shares _____ Security Name _____ Approx Value \$ _____
<input type="checkbox"/>	Mutual Funds # of Shares _____ Fund Name _____ Approx Value \$ _____
<input type="checkbox"/>	Other Description _____ Approx Value \$ _____

**INSTRUCTIONS FOR TRANSFER OF SECURITIES**

Please contact our office at (985) 850-3116 to obtain Authorization for Transfer of Gift Securities form.

**PURPOSES**

Unless otherwise provided below, the Fund is being established to support scholarships for students of the Organization based on the eligibility criteria set forth in the Notes and Special Instructions below (page 4). In the event that it becomes unnecessary, undesirable, undesired, impractical or impossible to utilize fund for such purposes, The Foundation will utilize the funds as designated below:

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**DISTRIBUTIONS**

The amount distributable from the Fund shall be determined under the Endowment Distribution Policy of the Foundation and may be modified by the Board of Directors if it determines it is prudent to do so, considering the endowment spending rule set forth in the Louisiana Uniform Prudent Management of Institutional Funds Act, or any corresponding future Louisiana law, and any other applicable legal standards. As an endowment, the Fund is intended to exist in perpetuity, and The Foundation has adopted a Distribution Policy designed to accomplish that result. The current Distribution Policy states that the distribution is based on a three year moving average of the fund. Normally distributions are processed once a year; however, in special circumstances, The Foundation will process additional distributions, as needed.

In compliance with the Foundation's Conflict of Interest Policy, the following individuals and their family members are not eligible for assistance from this scholarship fund: employees of the Foundation, members of the board of directors or voting board advisors of the Foundation, and the founding contributors and persons for whom the fund is named or memorialized.

## FEES AND REPORTING

The Foundation shall collect a fee for the reasonable and proper compensation of services and expenses. The fee is determined by the Board of the Foundation, and is currently 100 basis points (one percent) up to \$250,000, 75 basis points (3/4 of one percent) for funds between \$250,000 and \$999,999, 0.60% for funds between \$1,000,000 and \$2,499,999, 0.50% for funds between \$2,500,000 and \$4,999,999, 0.40% for funds between \$5,000,000 and \$24,999,999, or market % for funds \$25,000,000 and above to cover administrative, investment and accounting expenses. The Foundation shall render a quarterly accounting of the funds in this account.

## CONTINUITY OF THE FUND AND VARIANCE POWER

The parties hereto acknowledge the Fund is subject to the Variance Power described in Treasury Reg. Sec. 1.170S-9(e)(11)(v)(B)(1) of the Internal Revenue Code of 1986. It is intended that the Fund continue in perpetuity or until such time as the charitable purpose of this Agreement, in the reasonable judgement of the Board of Directors of the Foundation, shall become unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the Diocese. In any of such events, The Foundation shall provide thirty (30) days advance written notice to the Organization of its determination to terminate the Fund and the reasons for its determination. Following such notification, the Fund shall cease to be a separate fund and shall thereafter be commingled and administered as part of the general endowment funds of The Foundation; provided, however The Foundation shall endeavor to make distributions from its general endowment funds to carry out the charitable purposes most closely aligned with the purposes for which this Fund originally created.

If the Foundation ceases to be a qualified charitable organization or if Foundation purposes to dissolve, the assets of the Fund shall, after payment or making provision for payment of any liabilities, properly chargeable to the Fund, be distributed to the Organization. If the Organization is not then a qualified charitable organization, said assets shall be distributed in such manner and to such organization or organizations in the Diocese of Houma-Thibodaux as satisfies the requirement of a qualified charitable organization and serves purposes similar to those Organizations.

## MISCELLANEOUS

This Agreement shall be governed by and constructed in accordance with the laws of the State of Louisiana. In the event that the federal tax law, Treasury Regulations, or administrative requirements of the Internal Revenue Code restrict the uses of assets held in endowment funds like this Fund, all of the terms of this Agreement shall be interpreted and applied in conformity with such law, regulations or requirements, and such law, regulations or requirements shall supersede any contrary provision of this Agreement.

The Catholic Foundations shall have complete authority and discretion over the investment and reinvestment of all monies credited to the Fund, provided that at all times, the assets of the Fund shall remain distinct from other assets under the administration of the Catholic Foundation and shall be so separately identified.

The Catholic Foundation will not be liable except for its gross negligence or willful act and is not responsible for the act of any investment advisor or custodian properly chosen by it. The Catholic Foundation shall not be liable for an actions taken at the direction of the Organization.

**SIGNATURES**

I understand and agree to the terms and condition set forth in this Agreement, and I confirm that I will have full authority to enter into this Agreement.

Organization:

Acknowledged and Accepted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Amy Ponson, Executive Director

\_\_\_\_\_  
Name and Date (please print)

\_\_\_\_\_  
Date

**NOTES AND SPECIAL INSTRUCTIONS**

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