

# Haida Gwaii Community Foundation

## Donor Designated Fund Agreement

Agreement to establish the \_\_\_\_\_ Fund

\_\_\_\_\_ hereby requests that the Haida Gwaii Community Foundation establish the \_\_\_\_\_ Fund upon receipt of a gift of \$\_\_\_\_\_, or the property described in the attached schedule, subject to the following conditions:

1. The gift and any additions thereto shall be accounted for and designated by the Haida Gwaii Community Foundation as the \_\_\_\_\_ Fund.
2. The purposes of the Fund are to carry out the charitable objects of the Haida Gwaii Community Foundation as set forth in its letters patent.
3. The Capital of the fund shall be held in perpetuity by the Haida Gwaii Community Foundation. Any additions to the Fund by anyone other than the donor shall be subject to a direction that the Capital shall be held in perpetuity. The Capital shall refer to the initial capital of the Fund plus the initial value of any additions plus all earnings retained by the Foundation in accordance with its Distribution Policy.
4. The Haida Gwaii Community Foundation shall issue a charitable receipt for all donations to the Fund, unless not required by the donor.
5. The Haida Gwaii Community Foundation shall pool the funds and invest the assets in accordance with its Investment Policy (Attachment A).
6. The Haida Gwaii Community Foundation shall determine the Annual Distributable Earnings from the Fund based on the Foundation's Distribution Policy. The balance of the earnings shall be added to the Fund.

7. Distributions shall be made, at least annually in accordance with the Foundation's Disbursement Policy to the following qualified donees:

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Unless stated otherwise, the amount available for distribution shall be divided equally amongst the charitable organizations noted above. All distributions will be identified as coming from the Fund.

8. In the event that any charitable organization(s) named in paragraph 7 ceases to exist or ceases to be a registered charity, the Board of Directors of the Haida Gwaii Community Foundation shall apply the distribution of the Fund to charitable organization(s) with similar objectives as the original recipient(s).
9. The Haida Gwaii Community Foundation will charge an administrative fee against the Fund as per the Administrative Fee Policy of the Haida Gwaii Community Foundation. The annual Administrative Fee shall be paid out of the annual Distributable Earnings of the Fund and transferred to the operating fund of the Foundation.
10. The Haida Gwaii Community Foundation will provide a financial fund report to \_\_\_\_\_ on an annual basis.

Signed and dated in the presence of:

\_\_\_\_\_  
Witness Date

\_\_\_\_\_  
Donor Date

\_\_\_\_\_  
Haida Gwaii Community Foundation Date

\_\_\_\_\_  
Haida Gwaii Community Foundation Date