



Custodial Fund Agreement

This Agreement is entered into as of the _____ day of _____, 20__ by and between

(“**Organization**”), a non-profit corporation organized under the laws of the state of _____, and the Jewish Community Foundation of Greater Mercer (“JCFGM”), a non-profit corporation organized under the laws of the State of New Jersey.

RECITALS

A. **Organization** is a charitable organization under section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”).

B. JCFGM is a community foundation and not a Private Foundation under the Code. JCFGM is also a charitable organization under section 501(c)(3) of the Code. Its mission is to service the charitable aims and interest of its donors in the Greater Princeton, Mercer County and Bucks County Jewish Community and beyond. JCFGM also serves agencies and synagogues in Princeton and Mercer and Bucks Counties, and surrounding areas, through a variety of means, including custodianship and investment of funds.

C. Beneficial ownership of all **Organization** funds and other assets transferred by **Organization** hereunder shall remain with **Organization**.

AGREEMENT

Now, therefore, in consideration of the mutual covenants, agreements and undertakings of the parties hereto, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Establishment of Fund.** JCFGM will establish a fund on its books known as the _____ Fund (“Fund”).

2. **Scope of Fund.** The Fund will include:

- A. The Initial fund transfer to the JCFGM from **Organization**;
- B. Any other funds, assets or other property that the **Organization** may in the future transfer to JCFGM, subject to the gift acceptance policy adopted from the JCFGM, and amended from time to time;
- C. Any other funds, assets or other property that JCFGM may in the future receive from any other source (including from any other foundation funds administered by the JCFGM) and designated for inclusion in the Fund, subject to the gift acceptance policy adopted from the JCFGM, and amended from time to time;

- D. All income earned on the Fund, plus any gains, realized or unrealized, minus any losses, realized or unrealized, sustained by the Fund.
3. **Purpose.** The charitable contributions to be included in the Fund and any earnings and appreciation thereof are intended as JCFGM custodial funds, to be used by and through **Organization** and approved by **Organization**.
4. **Authorized Representative.** The **Organization** Board of Trustees, acting through its President, shall provide JCFGM with the names of a minimum of two officers authorized to instruct JCFGM as to distributions and allocation of funds. Absent any instructions, or in the event the designated Authorized Representative shall cease to be an office holder in **Organization**, the then-current President and Treasurer of **Organization** shall be deemed to be Authorized Representatives.
5. **Distributions.**
 - A. To make a distribution from the fund, two Authorized Representatives shall submit a signed written request to JCFGM, indicating the amount of the distribution.
 - B. JCFGM shall make the requested distribution as soon as possible, but no longer than within 30 days of the date of the request.
 - C. All distributions from the Fund shall be made directly to **Organization**. No distributions shall be made to any other party.
6. **Administration of Fund.** The Fund shall be held by the JCFGM as a fiduciary for **Organization** as a component part of JCFGM's total assets. Unless stated otherwise herein, the Fund shall be administered under and subject to the JCFGM's normal procedures and policies for operating custodial funds, including any future amendments thereto. Additionally,
 - A. The Fund's assets shall be commingled for investment purposes with the assets of all other JCFGM funds (the portfolio). The parties acknowledge JCFGM's intention to invest the balances from time to time in JCFGM's common pool of investments.
 - B. JCFGM's Investment Committee shall make decisions with respect to the management of the portfolio.
 - C. JCFGM shall provide the **Organization** with no less than quarterly reports respecting income, gains, losses, receipts and distributions from the Fund.
7. **Termination.** Either **Organization** or JCFGM may terminate this Agreement upon thirty (30) days written notice. JCFGM shall have a reasonable time to liquidate assets and remit payment to **Organization**.
8. **Intent.** It is intended that the Fund shall be a component part of JCFGM and not a separate entity, and that nothing in this agreement shall affect the status of JCFGM as an organization described in Section 501 (c) (3) of the Code and as an organization that is not a private foundation. This agreement shall be interpreted in a manner consistent with the foregoing intention and so as to

conform to the requirements of the applicable provisions of the Code and any regulations promulgated thereunder.

- 9. **Governing Law.** The laws of the State of New Jersey shall govern this Agreement and the Fund created hereby.
- 10. **Governance.** The Fund shall be subject to such rules as JCFGM may adopt from time to time. These rules may include, without limitation, assessment of an administrative or management fee. The current annual fee is one percent of the Fund assets, but no less than \$150 per year, assessed quarterly, based upon the balance at the end of the prior quarter. JCFGM trustees may change the fee structure; all fund holders will be given six months' notice in the event of such changes.

It is intended that the fund shall not constitute a separate trust, and that nothing in this Agreement shall affect the status of the Foundation as an organization described in Section 501(c)(3) of the Code and as an organization which is not a private foundation within the meaning of Section 509(a) of the Code. The Foundation is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the foregoing intention.

IN WITNESS WHEREOF, this instrument has been executed in _____, New Jersey as of the day and year first set forth.

Organization name

Organization address

By: _____

By: _____

JEWISH COMMUNITY FOUNDATION OF GREATER MERCER

By: _____
Officer
Jewish Community Foundation of Greater Mercer

By: _____
Officer or Executive Director
Jewish Community Foundation of Greater Mercer

Contact Information for Authorized Representatives

Authorized Representative 1

Name _____

Title _____

Organization _____

Primary Phone _____

Email Address _____

Authorized Representative 2

Name _____

Title _____

Organization _____

Primary Phone _____

Email Address _____