

# Appendix III: Philanthropic Fund Agreement

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

United Jewish Foundation of Detroit  
Jewish Community Endowment Fund  
6735 Telegraph Road  
P. O. Box 2030  
Bloomfield Hills, MI 48303 2030

Delivery is made herewith by the undersigned Donor(s) ("Donor") of the property listed in Schedule "A" below. Delivery of said property constitutes an irrevocable gift of same to the United Jewish Foundation of Detroit, a Michigan nonprofit corporation ("Foundation") upon acceptance of the gift by the Foundation and in accordance with the following terms and conditions:

1. A fund shall be established on the books of the Foundation that shall be known as the \_\_\_\_\_ **Philanthropic Fund** ("Fund").
2. The Fund shall include the property received by the Foundation from the Donor for inclusion in the Fund, such property as may from time to time be received by the Foundation from the Donor or any other source and accepted by it for inclusion in the Fund, and all income earned by the Fund.
3. The Fund shall be the property of the Foundation and held by it in its normal corporate capacity. The Foundation shall have the exclusive authority and control over the Fund.
4. The Fund shall be used only for charitable, educational, or religious purposes within the goals and objectives of the Foundation, either directly by the Foundation or through contributions to other organizations.
5. Distributions from the Fund (utilizing income and/or principal) within the limitations provided for in paragraph 4 above shall be made at such times, in such amounts, in such ways, as the Foundation shall determine.
6. The Donor may from time to time submit to the Foundation recommendations with respect to distributions, which shall be solely advisory. The Foundation is not bound by such recommendations.
7. At the death of the Donor, in the event there are outstanding unpaid obligations to the Foundation and/or the Jewish Federation of Detroit ("Federation"), including Federation's Annual Campaign, the Foundation may use any remaining Fund balance to satisfy these unpaid obligations.
8. Designees who may submit recommendations after the death of the Donor are:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. The Fund shall be administered under and subject to the Policies and Procedures for Operation of Philanthropic Funds as the same may be prescribed by the Foundation, including any amendments thereto.
10. It is intended that the Fund shall be a component part of the Foundation and not 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 Internal Revenue Code of 1986, as amended, and as an organization 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 so as to conform to the requirements

of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. 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. References herein to provisions of the Internal Revenue Code of 1986, as amended, shall be deemed references to the corresponding provisions of any future Internal Revenue Code.

Please indicate below your acceptance of this gift.

Very truly yours,

\_\_\_\_\_, Donor

\_\_\_\_\_, Donor

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

**UNITED JEWISH FOUNDATION  
OF DETROIT**

By: \_\_\_\_\_  
Dorothy Benyas  
Its: Chief Financial Officer

**SCHEDULE "A"**