



Greater Naples AAUW Charitable Foundation, Inc.

EXAMPLE SCHOLARSHIP FUND AGREEMENT

This Scholarship Fund Agreement ("Agreement") is made the _____ day of _____, 20__, by and between GREATER NAPLES AAUW CHARITABLE FOUNDATION, INC., a 501(c)(3) tax-exempt organization created under the laws of the State of Florida ("Foundation") on the one hand and _____ and _____, individuals, on the other hand ("Founding Donors") to establish a scholarship fund of the Foundation.

1. CREATION OF THE FUND/INITIAL DONATIONS. On or before _____, 20__, the Founding Donors shall donate a total of \$_____ to create the _____ [name] Scholarship Fund ("Fund") to honor [the memory of] _____ [name] on account of _____

[This section to be revised as needed to suit the specific circumstances.]

2. PURPOSE OF THE FUND AND DISTRIBUTIONS.

(a) Purpose. The purpose of the Fund is to provide [annual]* [biennial (alternate year)]** scholarship grants in accordance with the criteria described in Section 4, below.

(b) Distributions. The Foundation plans to make distributions from the Fund on [an annual]* [a biennial basis (i.e., every two (2) years)]**, with the first scholarship to be awarded in or about April, 20__. No part of the principal shall be distributed. [The total amount of funds to be distributed on each distribution date shall not exceed the net interest or other investment earnings on the principal amount of the Fund.]

(c) Notice to Founding Donors of Anticipated Distributions of Less than \$2000.00. If in any year a distribution from the Fund is due to be made, but the net interest or other investment earnings on the principal amount of the Fund are anticipated to be less than \$2000.00, the Founda-

*applicable to donations of \$25,000 up to \$50,000

**applicable to donations of \$50,000 or more

tion will give notice of same to the Founding Donor[s] at their/his/her last

address[es] of record with the Foundation so that they/he/she have the opportunity to make any additional donation to the Fund or otherwise to the Foundation they/he/she may desire to bring the amount of the scholarship award to \$2000.00. The Founding Donor[s] is[are] not required to make any additional donations and the Foundation may make a distribution from the Fund that is less than \$2000.00. [Optional provision.]

3. MANAGEMENT OF THE FUND.

(a) Foundation Assets. All assets of the Fund shall be assets of the Foundation, treated as a component fund of the Foundation, and not a separate trust. The Fund shall be a "component part" of the Foundation. The Fund, and distributions from the Fund, shall be subject to the Foundation's ultimate control and absolute discretion. The Fund shall be held and administered subject to and in accordance with the Foundation's governing documents and procedures as presently in effect or as amended from time to time, and with all applicable laws.

(b) Investment of Fund; Fees. The Fund's assets shall be invested by the Foundation in accordance with the Foundation's policies and procedures relating to the investment of funds, now in effect or as they may be amended from time to time. The Foundation shall not charge any administrative fees to the Fund. The Fund shall be charged its pro rata share of any investment fees associated with the investments in which the Fund's assets are invested.

4. TYPE(S) OF SCHOLARSHIP TO BE FUNDED

The Foundation currently offers three types of scholarships. The Founding-Donors Fund shall be used to fund the type or types of scholarship indicated below:

(a) ___ Adult Learner: Women age 21 or older, who are attending or admitted to attend an accredited college or university and pursuing, or intending to obtain an associate's degree, bachelor's degree, or a master's degree in any field, and having financial need and a grade point average of 3.0 or better. Scholarships for those pursuing clinical doctorate degrees (e.g., in Nursing Practice or Physical Therapy) may also be awarded. Yes No.

(b) ___ STEM Scholars: Female graduating high school seniors or older

female students, attending or admitted to attend an accredited four-year college or university, and pursuing or intending to obtain a bachelor's or master's degree in one of the STEM (science, technology, engineering and mathematics) disciplines, and having a grade point average of 3.5 or better. Financial need is not required.

(c) ___ Future Educator: Women of any age, currently accepted to or enrolled in a program leading to teacher certification at an accredited college or university, who are pursuing or intending to obtain: (i) a Bachelor's degree in early childhood, elementary, secondary, or special education; or (ii) a post-bachelor's Teacher Credential Certificate and having a satisfactory academic record with a grade point average of 3.0 or higher and a need for financial assistance. This scholarship is limited to future early childhood, elementary, and secondary education teachers. Those pursuing educational supervisory, counselor, or specialist degrees are not eligible.

(d) ___ The Foundation may award any of the three types of scholarships from the Fund.

All scholarship recipients must be:

- (i) Female residents of Collier or southern Lee County;
- (ii) Provide a minimum of two acceptable letters of recommendation;
- (iii) Submit an essay addressing why she has decided to pursue a career in her chosen field, which essay may be shared with the Founding Donors and other donors; and
- (iv) Participate in an interview with the Foundation's Scholarship Committee.

Financial need is assessed based on candidate representations. All recipients are eligible to reapply

SELECTION OF SCHOLARSHIP RECIPIENTS AND USE OF SCHOLARSHIP AWARDS.

(a) Selection of Scholarship Recipients. The Foundation shall select scholarship recipients who, as determined by the Foundation's Scholarship Committee, meet all eligibility requirements, and otherwise in accordance with the criteria established by the Scholarship Committee and the Foundation. Preference may be given to applicants who express intention

of working in Southwest Florida and in fields in which there is high need.

(b) Notification to Recipients about the Fund. All scholarship recipients shall be advised that the scholarship is being awarded from the Fund.

(c) Payment and Use of Scholarship Funds. Scholarship awards shall be paid by the Foundation directly to the educational institution the scholarship recipient will attend. Scholarship funds may be used only to pay for qualified tuition and related expenses within the meaning of IRC Section 117(b)(2). Accordingly, scholarship funds can be used only for (1) tuition and fees required for the enrollment or attendance of the scholarship recipient at a qualifying institution and (2) fees, books, supplies and equipment required for courses of instruction at such qualifying institution. Scholarship funds may not be used as payment for teaching, research, or other services by the scholarship recipient.

(d) Report to the Founding Donors. The Foundation will issue a report to the Founding Donors at their last addresses on record with the Foundation about the selected recipients.

5. ADDITIONAL CONTRIBUTIONS TO FUND. Any person or organization may make additional contributions to the Foundation for the Fund. The Foundation reserves the right to review and approve all contributions to the Fund, in accordance with its policies and procedures, now in effect or as amended from time to time. All contributions to the Fund must be in the form of cash or readily marketable securities. All contributions to the Fund shall be administered pursuant to the terms of this Agreement. All donations to the Fund are irrevocable.

6. ADDITIONAL PROVISIONS.

(a) Inability to Fulfill Purpose. If it becomes unnecessary, undesirable, impractical or impossible to utilize money in the Fund for the purpose described in this Agreement, or if the intended purpose for the Fund becomes inconsistent with the charitable needs of the community being served, the Foundation, in the sole judgment of its Board of Directors, shall have the right to utilize the Fund for charitable purposes consistent with the mission and governing documents of the Foundation as they may be amended from time to time, and with applicable laws.

(b) Amendments. The parties to this Agreement may amend this Agreement by mutual written consent. In addition, for the purpose of ensuring that the Fund qualifies as a component part of the Foundation for federal tax purposes, the Foundation acting alone shall have the power to modify the terms of this Agreement.

(c) Controlling Law. This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, and intending to be legally bound, the Foundation and the Donors have executed this Designated Fund Agreement as of the date first written above.

FOUNDING DONORS: **[Insert Name(s)]**

Witness:

Address:
Phone:

Witness:

Address:
Phone:

Witness/Attest:

GREATER NAPLES AAUW CHARITABLE
FOUNDATION, INC.
EIN 59-3704754

By:
