



**OJCF**

Oregon Jewish  
Community Foundation

## Partner Organization Fund Agreement

**Effective Date:** \_\_\_\_\_

Pursuant to this Partner Organization Fund Agreement, \_\_\_\_\_, a nonprofit organization organized under the laws of the state of \_\_\_\_\_ (the "Partner") establishes a Partner Organization Fund ("Fund") for its own general support, program support, or project support. This is commonly treated by the Partner as an endowed fund. The Oregon Jewish Community Foundation (the "Foundation" or "OJCF") holds and invests the funds on the Partner's behalf.

### 1 Fund Name

Select a name for the Fund.

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The Partner authorizes the Foundation to use the Fund name in Foundation materials. Allowing the Foundation to do so may encourage donors to contribute to the Fund.

### 2 Organization Information

Provide the primary contact information.

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Name of Organization

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EIN

---

Name & Title of Executive

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Email Address

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Phone

---

Mailing Address

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Mission Statement

### 3 Fund Purpose

Indicate the primary purpose of the Fund.

- to provide general support
- to provide support for the following programs or projects:



## 4 Fund Type

Please indicate the fund type.

An endowed fund is a permanent fund. The income remains available for distribution subject to the Distribution Provisions of Section 5.

A non-endowed fund is treated as an endowment fund for investment purposes. The income and principal remain available for distribution subject to the Distribution Provisions of Section 5.

- endowed       non-endowed

## 5 Distribution Provisions

Choose one (or more) distribution method(s) for the Fund.

- For the type of fund identified in Section 4, distribute the amount requested by Partner subject to the Foundation's then current spending policy for endowed funds. The following persons (identified by job title or board position) shall have the authority to request distributions from the Fund. Indicate the number of signatures required:

# of Signers: \_\_\_\_\_

Position / Title of Signers: \_\_\_\_\_

- For the type of fund identified in Section 4, automatically distribute to the Partner up to the spendable amount indicated below, which for endowed funds will not exceed the spendable amount determined by the Foundation's then current spending policy for endowed funds. If the spendable amount is not indicated below, the spendable amount to be automatically distributed to the Partner will be determined pursuant to the Foundation's then current spending policy for endowed funds.

Spendable amount: \$ \_\_\_\_\_

Indicate the frequency of distributions.

- annually (Jan)     quarterly (Jan, Apr, Aug, Dec)     monthly

- Special Provisions (e.g., nothing to be distributed until the Fund has a total value of \$50,000)

## 6 Deposit

Indicate the amount of the initial deposit and how it is being paid. If the deposit will be made using multiple securities or other assets. (Attach additional pages as needed).

Amount (or an estimate) of initial contribution: \_\_\_\_\_ \$ \_\_\_\_\_

cash/check     marketable securities     other

## 7 Investments

Choose from one strategy:

### Standard Portfolios

The Partner recommends that amounts held in the Fund be invested in accordance with one of the following asset allocations:

- Balanced\* (60% Equity/40% Fixed Income)
- Aggressive (75% Equity/25% Fixed Income)
- Conservative (40% Equity/60% Fixed Income)
- 100% Money Market

*\*Balanced is the OJCF recommended endowment asset allocation.*

OR

### Custom Portfolio

The Partner recommends that amounts held in the Fund be invested in accordance with one of the following asset allocations:

____ % Equity	____ % ESG Equity
____ % S&P 500 Index	____ % ESG Fixed Income
____ % Fixed Income	____ % Jewish Advocacy Strategy Pool
____ % International Equity Index	____ % Money Market

The Partner acknowledges and agrees that it may recommend investment preferences, but investment preferences are subject to the review and approval of OJCF. Thus, OJCF retains final discretion regarding any investment preferences. The Partner understands that investments will be administered in accordance with OJCF's policies. OJCF will have all powers necessary or desirable to carry out the purpose of the Fund, including, but not limited to, the power to retain, invest, and reinvest amounts allocated to the Fund in any manner and the power to commingle the assets of the Fund with those of other funds for investment purposes. The Partner acknowledges that investments are subject to market and interest rate fluctuation risks, and that any gain or loss generated by the investment of amounts held in the Fund will be credited or charged to Fund.

## **8 Miscellaneous Provisions**

### **Information Provided**

The Partner hereby certifies that all information presented in connection with this agreement is accurate to the Partner's best knowledge and will promptly notify the Foundation in writing of any material changes.

### **Procedures for Establishment & Operation of Funds**

The Partner has reviewed the Procedures for Establishment & Operation of Funds and Guidelines & List of Charitable Needs (the Procedures) that can found at [OJCF Procedures For Establishment & Operation of Funds](#). The Fund, and amounts contributed or allocated to the Fund and amounts distributed from the Fund, are subject to the Procedures and the provisions of OJCF's Articles and Bylaws, as each of the foregoing may be amended or supplemented from time to time in the sole discretion of OJCF's Board of Trustees.

### **Component Funds**

The Fund is intended to be and shall be administered as a component fund of OJCF. The Fund's assets shall be held and owned by OJCF in its corporate capacity and shall not be deemed to be held by OJCF as a trustee of a separate trust for any beneficiary. All money and property in the Fund are assets of OJCF and not a separate trust and will be subject only to the control of OJCF.

### **Administrative Fees**

The Fund will share in the total administrative costs of OJCF. OJCF's administrative fees can be found at <https://www.ojcf.org/financial-information>, which are in effect as of the date of this Agreement. Fees are subject to change from time to time in the sole discretion of OJCF's Board of Trustees. For purposes of this Agreement, the administrative fee charged against the Fund will be subject to the fee schedule Partner Organization Funds and invested in OJCF's investment pools. OJCF's fees are in addition to any financial institution or third-party investment level pool fee or expense. Any expenses incurred by OJCF in accepting, transferring, or managing the Fund or property donated to OJCF for the Fund will be paid or reimbursed from the Fund. OJCF may charge a fee for administering or managing a grant process with respect to the Fund.



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## **Indemnity**

The Partner will jointly and severally indemnify, defend, reimburse, and hold harmless OJCF, and its employees, officers, trustees, contractors, agents, affiliates, successors, and assigns, from any all claims, liabilities, obligations, losses, damages, costs, and expenses (including reasonable legal fees) arising from or relating to (a) the actions or inactions of the Partner or any of its authorized persons, employees, contractors, officers, directors, or agents, including any breach of this Agreement by the Partner or any of its any authorized persons, employees, contractors, officers, directors, or agents; or (b) OJCF acting on instructions or recommendations given to it by the Partner or any of its authorized persons, employees, contractors, officers, directors, or agents.

## **Governing Law**

This Agreement will be construed in accordance with the laws of the state of Oregon and to comply with the requirements of federal tax law for allowances of such charitable deductions and for such qualifications.

## **Variance Power**

It is understood that the Fund established pursuant to this agreement will be subject to the provisions of the Articles of Incorporation and Bylaws of the Foundation, including the power reserved by the Board of Trustees to modify any condition or restriction on the distribution of funds if in its sole judgment (without the approval of any trustee, custodian, or agent) such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the purposes of the Foundation.

## **Disclaimer**

The Partner acknowledges and agrees that OJCF has not and does not provide accounting, tax, investment, financial, or legal advice. The Partner is encouraged to consult with their own professional advisors before entering into this Agreement and making any contribution to the Fund.

***{SIGNATURE PAGE FOLLOWS}***



**OJCF**

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**Entire Agreement**

This Agreement, and the policies, procedures, and documents referenced in this Agreement, comprise the entire agreement between the Partner and OJCF and supersede any prior agreement, written or oral, between the parties.

The Partner and the Foundation enter into this Partner Organization Fund Agreement as of the Effective Date.

**Partner Organization:** \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

**Oregon Jewish Community Foundation**

\_\_\_\_\_  
Executive's Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

*Please print, sign and return to OJCF  
or contact us to request a DocuSign for digital signature.*