

**SCHOLARSHIP FUND AGREEMENT
BETWEEN
COMMUNITY FOUNDATION OF THE TWIN TIERS, INC.
AND**

THIS AGREEMENT, made and executed on _____, 20__ , by and between COMMUNITY FOUNDATION FOR THE TWIN TIERS, INC. (the "Foundation"), and _____ {NAME OF DONORS} (hereinafter referred to as the "Donor") to evidence the absolute transfer by the Donor of property to the Foundation for its public charitable, scientific, literary, and educational purposes. The Fund shall have the purposes of and be administered in accordance with the provisions set forth below.

1. NAME OF THE FUND. The name of this Scholarship Fund established with the property transferred as described hereunder shall be the {NAME OF FUND} (hereinafter referred to as "the Fund").

2. CONTRIBUTIONS. The Donor hereby gives, assigns, and transfers to the Foundation for its charitable purposes the property described in EXHIBIT A attached hereto and made a part hereof. The ultimate purpose of this and other donations which may yet be received is the creation of a permanently endowed Fund of no less than \$12,500, with opportunity for the Donor and/or others to make further contributions to the established Fund at any time.

3. DISTRIBUTIONS & PURPOSE. Distributions from the Fund shall be awarded annually on a competitive basis as a scholarship(s) in accordance with criteria outlined in EXHIBIT B attached hereto and made a part hereof. Such scholarships are designed to assist students in obtaining a post-secondary education.

In accordance with its "power of variance," the Foundation Board of Directors bears responsibility for redirecting distributions from this Fund if the Donor's stated intent becomes unnecessary, impractical, incapable of fulfillment, or inconsistent with the charitable needs of the local community. In all such cases, the Foundation Board of Directors will seek an alternative use consistent with the Donor's charitable goals.

4. ADMINISTRATION. The Foundation hereby accepts the property transferred and affirms that it hold such and any additional property transferred to the Fund on the terms and subject to the conditions set forth by this Agreement for a Scholarship Fund. The guidelines and procedures for such Funds are described in the Foundation's governing instruments, including its Articles of Incorporation and Code of Business Conduct, as amended from time to time, and any resolutions and procedures from time to time in effect. The Foundation shall assess a reasonable fee to administer this Scholarship Endowment Fund.

The Board agrees to provide the Founding Contributor and any Donor that has contributed to the Foundation at least \$10,000 a copy of the annual examination of the finances of the Foundation as reported upon by independent certified public accountants.

5. ASSET MANAGEMENT. Control over the investment or reinvestment of such property and the asset management of the Fund will be exercised exclusively by the Foundation.
6. NOT A SEPARATE TRUST. The assets of the Fund shall be the assets of the Foundation and not a separate trust. The Fund shall be organized and administered so that the Federal Income Tax status of the Foundation as a public charitable organization under Section 501(c)(3) of the Internal Revenue Code, as amended, will not be adversely affected. This Agreement will be interpreted in a manner consistent with the Federal Income tax provisions and regulations that govern the operation of the Foundation, and it may be amended from time to time by the Foundation's Board to conform to such provisions and regulations.
7. ACCOUNTING. The receipts and disbursements of this Fund shall be accounted for separately and apart from those of other gifts to the Foundation.
8. IRREVOCABLE GIFT. The Donors understand and declare that this Agreement and the donations it represents are absolute and irrevocable and that, after the execution of this instrument, the Donors shall have no right, title, interest, or incidents of ownership in the property described in EXHIBIT A or any additional property transferred to this Fund. Further, the Donors shall have no unilateral right to alter, amend or terminate this agreement.
9. COSTS OF THE FUND. It is understood and agreed that the Fund shall share a fair portion of the total investment and administrative costs of the Foundation. Those costs annually charged against the Fund shall be determined in accordance with the then current fee schedule identified by the Foundation as applicable to funds of this type. Any costs to the Foundation in accepting, transferring or managing property donated to the Foundation for the Fund shall also be paid from the Fund.
10. APPOINTMENT OF SELECTION COMMITTEE. It is understood by all parties involved in the selection process that the selection of the members of the selection committee and the final decision on the selection of the scholarship recipient must be voted on and approved by the CFTT Board of Directors as required by federal law and IRS regulations governing Community Foundations. By signing this agreement the CFTT Board of Directors agrees to the appointment of these members to a 3-5 person selection committee: guidance counselor(s), high school principal or their designee, appropriate department head or coach (based on any subject specifications of the scholarship award) and a representative of the donor if the donor wishes to be involved in the selection process.
11. NOTIFICATION OF SCHOLARSHIP RECIPIENT. It is understood and agreed that once the Selection Committee has made their recommended selection, the chair of the committee shall bring their recommendations to the CFTT Board of Directors in writing for action. No announcement of selected recipients shall be made until the CFTT Board has acted on the recommendations. Once the CFTT Board has approved the successful candidate(s) they will be notified jointly by the school and the CFTT.

IN WITNESS WHEREOF, this instrument has been executed by the Donors and on behalf of the Foundation on the day and year first above written.

DONOR:

{DONOR(S) NAME}

Received for the Community Foundation for the Twin Tiers, Inc. by:

By _____
{NAME & TITLE}

EXHIBIT A

Property contributed by:

{DONOR NAME}

to the:

{FUND NAME}

of the Community Foundation for the Twin Tiers

Pursuant to Establishment of Fund Agreement
Executed the {DAY} day of {Month}, 2011.

Property Description:

\$ {AMOUNT OF PROPERTY DONATED}
{DESCRIPTION OF PROPERTY DONATED}
{DATE PROPERTY RECEIVED}

EXHIBIT B

PROCEDURES AND GUIDELINES FOR ADMINISTRATION OF THE [NAME} SCHOLARSHIP FUND

1. Name of the Fund:
2. Projected Number of Scholarships and Amount(s):
(With a clause indicating that as the Fund grows in assets through investment or further additions, the donor's advisory committee or Board of the Foundation will be empowered to increase the number of awards and amount.)
3. Criteria of Eligibility
 - A. County residence requirement?
 - B. Level of study supported (undergraduate or graduate)?
 - C. Renewable beyond one year? Maximum number of renewals?
 - D. Field or fields of study and/or career guidelines?
 - E. Need based, merit based, both or neither?
 - F. Limitations on place of study? (New York/Pennsylvania/ Within continental U.S.A.?)
4. Selection Committee:
 - A. Generally, it is recommended the Foundation Board be empowered to name the Selection Committee.
 - B. The Donor may serve on the Selection Committee but the Board of the Foundation must have final decision on Selection Committee members.

The Foundation will publicize the availability of this scholarship in its printed materials, will serve as a resource for the selection committee, and will distribute scholarship check to the appropriate institutions.