

This agreement (“Agreement”) is made to create a ROTC Scholarship Fund between \_\_\_\_\_ (“Donor”) and Benton Community Foundation (“BCF”). The terms of this Agreement may be subject to approval by BCF’s Board of Directors and acceptance of the Donor’s gift described herein below; thus, this Agreement shall be effective only upon signature of BCF’s President & CEO.

Upon the effective date of this Agreement, Donor shall transfer to BCF the following gift:

This gift constitutes an irrevocable gift to BCF and is subject to the following terms and conditions:

1. Establishment of Fund. A ROTC Scholarship Fund shall be established as a fund on the books of BCF and known as the \_\_\_\_\_ (the “Fund”). *[OPTIONAL LANGUAGE FOR PAYMENT OVER FIVE YEARS OF GIFTS TO ESTABLISH MINIMUM BALANCE OF NAMED FUNDS: Donor understands and agrees that s/he has five (5) years from the date of the Agreement to raise the minimum balance of \$25,000 required to establish the Fund. All gifts (or the net sales proceeds of the gifts) received for this purpose shall be irrevocable and will be held in a temporarily restricted account until the minimum balance is achieved. Fees shall be deducted monthly from the temporarily restricted account as set forth in Paragraph 3. In the event that total gifts are less than \$5,000 on the 1st anniversary of the date of this Agreement; \$10,000 on the 2<sup>nd</sup> anniversary of the date of this Agreement; \$15,000 on the 3rd anniversary of the date of this Agreement; \$20,000 on the 4th anniversary of this Agreement; or \$25,000 on the 5th anniversary of this Agreement, the account may be closed and the gifts to the account will be treated as unrestricted gifts for use as determined by BCF’s Board of Directors. If circumstances so warrant, BCF staff will work with Donor to ensure that Donor has reasonable time to achieve each financial benchmark prior to account closure. No distributions shall be made from the account until the principal balance of the Fund is at least twenty-five thousand dollars (\$25,000). Once the minimum balance is achieved, a Scholarship Fund shall be established as a fund on the books of BCF and known as the (name of fund) (the “Fund”).*

The Fund shall be held, managed and maintained by BCF as a (*permanently restricted endowment or temporarily restricted fund.*) The Fund shall include the property transferred with this Agreement and any other gift that the Donor or others may later transfer to BCF for inclusion in the Fund subject to acceptance by BCF board. All gifts (or the net sales proceeds of the gifts) to the Fund shall be irrevocable. Assets of the Fund may be commingled for purposes of investment with other assets of BCF. BCF has the sole responsibility to manage and invest the funds and may retain firms or individuals to assist in this responsibility.

2. Purpose of Fund. The purpose of the Fund is to provide scholarships for qualified \_\_\_\_\_ (*example: Army and/or Navy*) Reserve Officer Training Corps (“ROTC”) students at Oregon State University or its extensions.

3. Administrative Fees. Annual administrative fees will be assessed to the Fund as provided in *Schedule A*. This fee schedule is subject to periodic review and revision by BCF’s Board of Directors from time to time, but increases in fees, if any, will be effective only upon thirty (30) days written notice by BCF to the Donor.

4. Selection of Grantees. BCF’s Grants Committee, in consultation with the appropriate ROTC Commanders and Professors, is charged with the evaluation of candidates for scholarship grants for this Fund. The Grants Committee shall contact the appropriate Professors of Military Science, Naval Science and Air Force Studies; the appropriate ROTC Commanders; as well as managers of other relevant community institutions to advertise the availability of BCF’s ROTC Scholarship Grants and to request that these administrators nominate potential candidates or encourage potential awardees to submit applications for scholarship aid. Upon receipt of the nominations from said administrators, BCF’s Grants Committee, in consultation with the appropriate ROTC

Commanders and Professors, shall formulate recommendations on awards to be presented as an action item at the next meeting of BCF's Board of Directors. BCF's Board shall review and independently approve or disapprove each recommendation before determining what awards shall be made.

5. Criteria for Selection. Award of scholarships from the Fund is based on financial need, academic performance, and leadership. The greater amounts should go to those students with the greatest financial need, but exceptional academic performance and leadership should also be recognized with these awards. ***Any student related to a cadre or staff member of the ROTC department is ineligible for awards.*** All recipients must meet the following general criteria:

- Full-time ROTC student who will return to the university for Fall term, with a minimum of one remaining academic term for graduation (undergraduate) and commissioning.
- At least sophomore standing in both ROTC and the university at the time of selection.
- Priority should be given to juniors, seniors and completion ROTC students (those who have completed ROTC classes, but have remaining graduation requirements).
- Contracted at the time funds are distributed to the student.
- Good academic standing with the student's university – minimum 2.5 accumulative university GPA required at the start of fall term. Funds may not be carried forward to a subsequent term.
- Good standing in the respective ROTC unit – minimum 3.0 ROTC GPA, meet physical fitness requirements, and successful completion of any required summer training at the start of Fall Term.
- Recommended for award by the appropriate professor (Professors of Military Science, Naval Science or Air Force Studies). Final approval from the ROTC commander will be required at the start of fall term before checks are distributed.
- Each student selected must complete a supplemental application form to release academic information to the scholarship committee and BCF's board of directors and acknowledge the requirements for use of the scholarship funds.
- The ROTC commander may request in writing an exception to one or more of the above stated criterion in the event a candidate has extreme financial need.

*Donor may add additional criteria, but be careful not to make the criteria too restrictive*

6. Minimum Award. The minimum scholarship award to be granted at any time from the Fund is \$500. BCF will make distributions from the Fund by applying a percentage to the "fund value." The "fund value" will not be the actual value of the fund on the date the percentage amount is applied but instead will be calculated pursuant to BCF's Investment & Spending Policy attached hereto and incorporated herein as *Schedule B*. If the distributable amount available from the Fund in any given year is less than \$500, BCF, in its sole discretion, may forego making a distribution in said year in order to increase the long term average of the fund value; or BCF may couple the distributable amount of the Fund with another ROTC Scholarship Fund to make these awards at least \$500 each.

7. Scholarship Awards to be made in Name of the Honorees Named by the Donors. Each scholarship award made from the Fund will be made in honor of \_\_\_\_\_. Donor shall provide BCF with biographical information and photos if available on these honorees for use in BCF's marketing and in award ceremonies.

8. Donor Agrees to Abide by BCF's Policies. Donor and BCF agree that Fund shall be administered in accordance with the Policy on Grants to Individuals attached as *Schedule C*, which shall be periodically reviewed and amended. Donor hereby agrees to abide by the terms of the policies.

9. Permission to Use Donor and Fund Name in BCF Publications. Donor (*select one of the following options*) *consents/does not consent* to the legal use by the BCF (and its designees) of (*select one or both of the following options:*) *Donor's name and/or Photo and/or the name of Donor's Fund* in any form or medium, for news stories, publicity, and website posting. (*If consent is given, add the following*) Donor waives any right to inspect or approve the finished products or the copy or printed matter that may be used with the use by BCF of Donor's *name and/or photo and/or the name of Donor's Fund*. Donor hereby releases BCF from any and all claims in connection with the use of Donor's *name and/or photo and/or the name of Donor's Fund*, including any and all claims of libel.

10. Variance Power. Donor acknowledges and agrees that, pursuant to tax law, the board shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purposes or to specified organizations set forth above, if, in the sole judgment of the board (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 community or area served.

11. Fund is Component Part of BCF. Donor and BCF agree that the Fund shall be a component part of BCF and not a separate entity for tax purposes, and that nothing in this Agreement shall affect the status of BCF as a charitable organization described in Section 501(c) (3) of the Code, and as an organization that is not a private foundation within the meaning of Section 509(a) of the Code. This Agreement shall be interpreted to conform to the requirements of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto. BCF is authorized to amend this Agreement to conform to the provisions of any applicable law or government regulation in order to carry out the purposes of the Fund.

**DONOR**

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

ACCEPTED AND APPROVED by BCF on \_\_\_\_\_.

Date: \_\_\_\_\_  
President/CEO

## SCHEDULE A

### **Annual Fees Charged to ROTC Scholarship Funds of Benton Community Foundation**

The following annual administrative fees will be assessed to all ROTC Scholarship Funds. This fee schedule is subject to periodic review and revision by BCF's Board of Directors from time to time, but increases in fees, if any, will be effective only upon thirty (30) days written notice by BCF to the Donor. The fees are graduated based on the size of the Fund.

The first \$2,000,000	1.5% per annum
Additional amounts >\$2,000,000	.75% per annum

DONOR:

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

\_\_\_\_\_

## **SCHEDULE B**

### **INVESTMENT & SPENDING POLICY**

**(Click here for Schedule B)**

## **SCHEDULE C**

### **POLICY ON GRANTS TO INDIVIDUALS**

**(Click here for Schedule C)**