

## **Community Foundation of the Ozarks Outside Investment Managers Policy**

Community Foundation of the Ozarks welcomes the opportunity to enter into agency agreements with outside investment managers at the request of donors, if the other conditions of the gift are acceptable to the Board of Directors. Typically, new funds at the \$250,000 or above level warrant this consideration.

Stewardship of public charitable assets is at the core of the Foundation's mission. This fund stewardship is ensured through investing for a total return sufficient to cover desired grants, the cost of investment and the rate of inflation. The performance goal is to outperform the blended index over each market cycle. The investment performance of outside investment managers will be monitored by the foundation's Investment Advisory Board and will be reported to the foundation's Board of Directors on a quarterly basis.

To this end, each outside investment manager will be responsible for the following:

1. provide a monthly activities and investment performance statement to the Community Foundation of the Ozarks' chief financial officer;
2. provide a monthly activities and investment performance statement to the Community Foundation of the Ozarks' investment consultant for reporting purposes;
3. provide an annual activities statement to the auditors of the Community Foundation of the Ozarks;
4. adhere as closely as possible to the current asset allocation policy of the Community Foundation of the Ozarks.

**COMMUNITY FOUNDATION OF THE OZARKS, INC.  
AGENCY AGREEMENT**

Account Registration: \_\_\_\_\_

THIS AGREEMENT is between the **Community Foundation of the Ozarks, Inc.** (“Principal”) and \_\_\_\_\_, (“Agent”). The Principal does by this agreement constitute and appoint \_\_\_\_\_ as Investment Agent for the \_\_\_\_\_ Fund(s). Agent assumes no responsibility for actions of prior Investment Agents or concurrent Investment Agents. Agent assumes no responsibility of the activities of the Principal, other than as Investment Agent.

NOW THEREFORE, the Principal does deliver to the Agent certain assets received for to have and to hold in accordance with the following terms and conditions:

1. **Investment Powers.** The Agent shall invest and reinvest the assets held hereunder in such common stocks, preferred stocks, mutual funds, bonds and other securities deemed advisable by Agent.
2. **Distribution of Income.** Income will be automatically reinvested unless otherwise directed by writing by the Principal.
3. **Right of Withdrawal and Right of Change or Termination of Agreement.** Any part or all of the assets held hereunder may at any time be withdrawn by the Principal. This agreement may be amended at any time by mutual consent of the parties hereto and may be terminated at any time by either party hereto by written notice to the other.
4. **Form of Directions.** Directions by telephone may be accepted by the Agent and the Principal shall hereafter confirm the same in writing.
5. **Custody of Assets and Use of Nominee.** The Agent shall have custody of the assets and may for convenience hold title to the assets in the name of its nominee.
6. **Voting Securities.** The Agent may vote in person or by proxy any securities held hereunder.
7. **Collection of Income.** The Agent is authorized to collect all income derived from the assets held hereunder and to perform all acts and execute and deliver all instruments which may be necessary to exercise the powers herein conferred.

8. **Agent's Records and Statements.** The Agent shall provide a monthly statement to the Principal that includes activity transactions and market values. The Agent will also provide duplicate copies of this statement to related third parties as designated by the Principal.

9. **Compensation of Agent.** The Agent and the Principal shall split the overall fee on the fund(s). The Principal provides the charitable designation and philanthropic services, and the Agent provides investment management services. The fee shall be based on the Agent's regular schedule of fees, and shall be reasonable and customary as determined by the Principal. Fees shall be deducted from the Account.

10. **Directed Transactions.** The Agent shall hold, sell, exchange, invest or reinvest assets which the Principal may at any time in writing direct, but the Agent shall have no responsibility with respect to any such transaction and shall not be liable for holding assets as directed by the Principal.

IN WITNESS WHEREOF, the parties hereto have executed this Investment Agency Agreement this \_\_\_\_\_ day of \_\_\_\_\_.

Community Foundation of the Ozarks, Inc.

(Financial Institution)

\_\_\_\_\_  
Gary Funk, President and CEO

By: \_\_\_\_\_  
(Representative)