



US HOLOCAUST MEMORIAL MUSEUM

NAMING THE MUSEUM AS A BENEFICIARY of a Gift from a Private Family Foundation

Thank you for considering designating the United States Holocaust Memorial Museum as a beneficiary of a gift from your private family foundation (the “Foundation”) after your lifetime. As you probably realize, this type of legacy gift enables you and your family to perpetuate your Museum support, serves to involve your family in this important decision making process, and also helps to secure the Museum’s future.

There are several ways to achieve this philanthropic goal:

AMENDING THE FOUNDATION’S BYLAWS

*The following is sample language that could be used to amend your Foundation’s Bylaws to establish a legacy gift:**

I. Clause Directing a One-Time Gift to the Museum

The [trustees][directors] of _____ Foundation, on behalf of the Foundation, shall give [the sum of \$_____ (dollar amount)] [percentage % of the annual Foundation distribution] to the United States Holocaust Memorial Museum (Federal Employer Identification Number 52-1309391), an independent establishment of the United States government, located at 100 Raoul Wallenberg Place, SW, Washington, DC 20024-2126, upon or as promptly as practicable after the passing of [insert name of the individual][the second-to-die of [insert names of individuals in couple]]. This [gift][grant] shall support the [Museum’s Permanent Endowment Fund, an unrestricted permanent real endowment fund, or its successor fund, if any][Museum’s Annual Fund].

II. Clause Directing a Term of Years/Perpetual Gift to the Museum

The [trustees][directors] of _____ Foundation, on behalf of the Foundation, shall give [the sum of \$_____ (dollar amount)] [percentage % of the annual Foundation distribution] to the United States Holocaust Memorial Museum (Federal Employer Identification Number 52-1309391), an

independent establishment of the United States government, located at 100 Raoul Wallenberg Place, SW, Washington, DC 20024-2126. This [gift][grant] shall be payable [by each December 31st [of the following ___ years] [for the duration of the existence of the Foundation]] upon or as promptly as practicable after the passing of [insert name of the individual][the second-to-die of [insert names of individuals in couple]]. This [gift][grant] shall support the [Museum’s Permanent Endowment Fund, an unrestricted permanent real endowment fund, or its successor fund, if any][Museum’s Annual Fund].

ADOPTING A FOUNDATION BOARD RESOLUTION

*The following is sample language that could be used in a Board Resolution to be adopted by your Foundation’s Board of Directors to establish a Museum legacy gift:**

At the meeting of the Board of [Directors] [Trustees] of the _____ Foundation on [date of meeting], the following resolutions were proposed and approved by the Board:
WHEREAS, the mission of the Foundation is (describe mission);

WHEREAS, the United States Holocaust Memorial Museum’s mission to advance and disseminate knowledge about the Holocaust; to preserve the memory of those who suffered; and to encourage its visitors to reflect upon the moral and spiritual questions raised by the events of the Holocaust as well as their own responsibilities as citizens of a democracy, aligns with the mission of the Foundation;

NOW, THEREFORE, BE IT

RESOLVED, that the Foundation Board hereby authorizes and directs the Foundation to distribute a [gift][grant] of [the sum of \$_____ (dollar amount)] [percentage % of the annual Foundation distribution] to the United States Holocaust Memorial Museum

*This sample language is not intended as legal advice for any individual or foundation. Please consult your own lawyer and financial advisor to determine whether it is appropriate for your specific situation.

(Federal Employer Identification Number 52-1309391), an independent establishment of the United States government, located at 100 Raoul Wallenberg Place, SW, Washington, DC 20024-2126 as promptly as is practicable upon the passing of [insert name of the individual][the second-to-die of [insert names of individuals in couple]].

AND BE IT FURTHER

RESOLVED, that this [gift][grant] shall support the [Museum’s Permanent Endowment Fund, an unrestricted permanent real endowment fund, or its successor fund, if any][Museum’s Annual Fund].

Signed: [President][Chairman][Executive Director]

SIGNING A LEGACY PLEDGE ON BEHALF OF THE FOUNDATION

*The following is sample language that could be used by the Foundation to enter into a legacy pledge:**

This Agreement, by and between _____ Foundation (“Donor”) located at _____, and the **United States Holocaust Memorial Museum** (“Museum”) (Federal Employer Identification Number 52-1309391), an independent establishment of the United States government, located at 100 Raoul Wallenberg Place, SW, Washington, DC 20024-2126, is for the purpose of supporting the [Permanent Endowment Fund of the United States Holocaust Memorial Museum, an unrestricted permanent real endowment fund, or its successor fund, if any] [Museum’s Annual Fund].

It is understood and agreed that:

- 1. The Donor agrees to contribute to the Museum [the sum of \$_____ (dollar amount)] [percentage % of the annual Foundation

distribution] upon or soon after the passing of [insert name of the individual][the second-to-die of [insert names of individuals in couple]] to be used to support the [Museum’s Permanent Endowment Fund, an unrestricted permanent real endowment fund, or its successor fund, if any][Museum’s Annual Fund]. If the specific [gift][grant] is to be paid to the Museum for a series of years, the schedule will be as follows _____ [to be determined].

- 2. In consideration of the Foundation’s pledge herein, the Museum agrees to _____ [to be determined based on the Donor Recognition guidelines as set forth in the Museum’s adopted Policies and Procedures in effect at the time the gift is received]. The Donor, therefore, understands that the Museum will make commitments relying upon the full amount of this [gift] [grant] and agrees to complete this [gift][grant].
- 3. The Donor will be referred to as the _____ Foundation in any donor recognition vehicles employed by the Museum, including print, broadcast, and online media.
- 4. This is the final and entire Agreement between the parties with respect to this [gift][grant] and, except as set forth herein, there are no promises, representations, or understandings between the parties of any kind with respect to this [gift][grant]. Should modifications of this Agreement be necessary, they shall be made in writing and signed by the parties. Interpretation of this Agreement will be subject to the laws of the District of Columbia, without regard to its conflict or choice of law provisions.
- 5. This Agreement may be signed in duplicate and each duplicate will be considered a valid original Agreement.

The authorized signatures below indicate the parties’ acceptance of these understandings and commitments.

The _____ Foundation

BY: _____

DATE: _____

United States Holocaust Memorial Museum

BY: _____

DATE: _____

If you have any questions, please call George E. Hellman, JD, the Museum’s Director of Planned Giving and Endowments, at 202.488.6591; e-mail ghellman@ushmm.org; or write to: George E. Hellman, JD, Director of Planned Giving and Endowments, United States Holocaust Memorial Museum, 100 Raoul Wallenberg Place, SW, Washington, DC 20024-2126.

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