



**NCA Charitable Trust Annual Meeting**

**Monday, April 10, 2017 – 7 p.m.**

**(at approximately 7:30 p.m., after NCA, Inc., Technical Resource Advisory Committee report)**

**US toll number: (530) 881-1212      US toll-free number: (855) 212-0212**

Meeting ID: 860-250-452#      Meeting wall & Meeting PIN: 1859

<https://www.startmeeting.com/wall/860-250-452>

Using the (530) 881-1212 telephone number saves the NCA on teleconference expense; please verify your unlimited long distance status.

**Agenda:**

- 1 Call to order Pam Saunders, NCA president
- 2 Minutes – approved at January 19, 2017
- 3 Report of CTMB Chairman: Clyde Dunphy
  - 3.1. Update on Research Grants through MAF, CHF, MOU with Dr. Stern an U C Davis Cardiology Lab
  - 3.2. Approve changes to Trust Document to include Education in Mission and update NCA Charitable Trust to current language. {attachment}
  - 3.3. Approve Education Grant Criteria and Application process {attachment}
  - 3.4. Junior Scholarship increased to \$3,000 ....one applicant
  - 3.5. Newfoundland Health Survey ....update, closed March of 2017
  - 3.6. NCA Trust Annual Report
  - 3.7. Andy Zinsmeyer and Janice Hight Retiring from CTMB.....Approve replacements to 3-year terms thru May 2020
  - 3.8. Update on NCA Trust Endowment Funds at Morgan Stanley...under treasurer report
  - 3.9. Action items for 2017-18.....on-line auction for donated items, up-date Trust Donation website, AKC/CHF Parent Club Health Conference Aug. 2017, Publicize Education Grant process and donation process
  - 3.10. Rescue up-date ....Mary L Price
4. Report of the Treasurer...Mary L Price
5. New Business
  - 5.1. Approve CTMB nominated board members for 3 year term
  - 5.2. Approve changes to NCA Charitable trust Documents
  - 5.3. Approve Trust Education Grant Criteria and Application Process
  - 5.4. Appoint NCA (INC.) Board of Directors as the minutes approval committee for the minutes from this meeting.

Newfoundland Club of America Charitable Trust  
Balance Sheet  
February 28, 2017

NCA Health Challenge			
Checking Account	BMO Harris Bank		68,747.39
CD 23 mos. due 5/13/2018	Old National Bank	1.00%	<u>40,000.00</u>
			108,747.39
	NCA Health Challenge	98,747.39	
	Reserve for Morris Animal Foundation grants	10,000.00	
	AKC Canine Health Foundation as of 12/31/2016	<u>26,071.76</u>	
		134,819.15	
NCA Rescue Fund			
Checking Account	BMO Harris Bank		58,124.25
Barrister Fund Checking Account	BMO Harris Bank		<u>5,075.00</u>
			63,199.25
NCA Scholarship Fund			
Checking Account	BMO Harris Bank		5,029.17
CD 15 mos. due 4/17/2017	Old National Bank	0.30%	<u>4,015.01</u>
			9,044.18
	Reserve for Approved Scholarships	6,000.00	
	Funds available	<u>3,044.18</u>	
	NCA Scholarship Fund	9,044.18	
NCA Endowment Fund			
Checking Account - Unrestricted	Associated Bank		3,145.62
Investments - Unrestricted	Morgan Stanley		30,290.87
Investments - Rescue	Morgan Stanley		272,617.78
Investments - Health Challenge	Morgan Stanley		<u>75,727.17</u>
			381,781.44
Trust Management (CTMB)			
Checking Account	BMO Harris Bank		<u>11,045.90</u>
			573,818.16

# **NEWFOUNDLAND CLUB OF AMERICA CHARITABLE TRUST**

## **AMENDED AND RESTATED TRUST AGREEMENT**

**Effective as of July 1, 2016**

THIS AGREEMENT, shall serve the purpose of amending and restating the terms and provisions of the Trust Agreement governing the operations of the Newfoundland Club of America Charitable Trust originally created on or about November 22, 1997 (the "Trust"). The Trust is a charitable organization exempt from taxation by virtue of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The trustee of the Trust is the Newfoundland Club of America, Inc., a Connecticut corporation (the "Trustee").

### Article I

#### Name

The name of the Trust is the Newfoundland Club of America Charitable Trust.

### Article II

#### Purpose

The Trust is created exclusively to fund, in whole or in part the following:

Scientific Research Activities - To participate in the forwarding of scientific research by Universities, Veterinary Schools, Research Veterinarians, and other reputable research-based sources to do research on canine diseases, conditions, and health related subjects affecting the Newfoundland breed, either by solely funding such activities or in cooperation with the Canine Health Foundation, the Morris Animal Foundation or other similar organizations with the same goals.

Prevention of Cruelty - To aid and assist in promoting the prevention of cruelty to animals by supporting the adoption of unwanted, abandoned or mistreated Newfoundlands through providing veterinary care, housing and transportation and those things reasonably necessary to the successful care and placement of such Newfoundlands in new homes.

Scholarships - To grant annual scholarships in accordance with the policy as approved by the Trustee.

Education – To provide general education involving the care, raising, health, nutrition, training, disease, research, breeding, judging and exhibiting the Newfoundland breed.

### Article III

#### Prohibitions

The following provisions shall govern all Trust activities:

1. No part of the net earnings of the Trust shall ever inure to the benefit of or be distributable to the any of its individual members, directors, or officers or any other person having a personal or private interest in the activities of the Trust.
2. No substantial part of the activities of the Trust shall ever be the carrying on of propaganda, or otherwise attempting to influence legislation and the Trust shall not participate in or intervene in (including publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.
3. The Trust shall not be authorized to accept gifts or contributions or other funds for purposes other than the purposes of the Trust set forth herein.
4. No officer, director, member or employee shall receive or be lawfully entitled to receive any pecuniary profit or benefit from the operations of the Trust except for reasonable compensation for services actually rendered to or on behalf of the Trust and approved by the Trustee.
5. Upon dissolution or other cessation of the business activities of the Trust, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government for a public purpose.

### Article IV

#### Donations

The Trustee may receive and accept property, whether real or personal, or mixed, by way of gift, bequest, or devise from any person, firm, trust, or corporation, to be held, administered and disposed of in accordance with and pursuant to the provisions of the Trust. However, no gift, bequest or devise of any such property shall be received or accepted if it is conditioned upon or limited in such manner as to (a) require the disposition of the income or its principal to any person or organization or for a purpose that is not authorized in Article III of this Agreement, or (b) would, in the opinion of the Trustee, jeopardize the federal tax exemption of this Trust.

### Article V

#### Trustee's Powers

The Trustee shall have the power without leave or order of any courts in its discretion to:

1. Conduct its day to day activities, including the activities of the Trustee's Rescue and Placement Service, the Newfoundland Health Challenge, and/or the Newfoundland Club of America, Inc. Scholarship and Education initiatives through its designated agent(s).
2. Retain all contributions in the original form in which they have been received.

3. Buy, sell, exchange or otherwise deal in stocks, bonds, real estate, and other forms of property, at either public or private sale without advertisement or notice.
4. Invest-and reinvest any funds belonging to the Trust at any time in such securities and property, real and personal, as the Trustee sees fit, irrespective of whether such investments may not be legal investments for trust funds under the laws of the state of Virginia.
5. Employ accountants, attorneys, real estate brokers and other agents, as required, and to compensate them for their professional services.
6. Compromise any claim or demand for or against the Trust.
7. Borrow money and secure the same by pledging any of the property of the Trust.
8. Make and enter into contracts and to execute and deliver deeds, mortgages, promissory notes, releases and other instruments which are necessary to forward any of the Trust purposes set forth above.
9. Lease any property for any term notwithstanding the period of the Trust.
10. Vote in person or by proxy any stock or any other security, and, to take any action in regard to any reorganization, merger or bankruptcy or other proceeding affecting any stock or other property belonging to the Trust.

It shall not be required that the Trustee, or its designated agent, obtain the order or permission of any court or other authority in the exercise of any of the foregoing powers.

#### Article VI Board of Directors

The Trustee is managed by a Board of Directors containing twelve (12) duly elected members from the membership of the Trustee pursuant to the Trustee's Constitution and Bylaws, as the same are amended from time to time (the "Directors"). Actions taken by the Directors are to be made pursuant to the same rules as govern actions taken by the Directors when executing other duties for the Trustee. Individual members of the Directors serve without additional compensation, but the Trustee may authorize the reimbursement of expenses incurred while a member of the Directors or other designee is duly authorized to forward one or more of the trust purposes, as set forth above.

#### Article VII Trust Operations

1. Any individual member of the Directors may resign his or her office. The number of members of the Directors shall at all times be no fewer than the number of members that the Directors are required to maintain in order to lawfully perform their other functions on behalf of the Trustee.
2. Upon a change in the membership of the Directors, the continuing Directors, or the next successor Director, as the case may be, shall have all of the powers, authorities, rights, discretions, immunities, estates, duties and obligations of the original Directors, without the necessity of any conveyance or the taking of any action whatsoever.
3. No member of the Directors shall be required to furnish any bond or surety. No member of the Directors shall be personally liable for the acts or omissions of any other Director or of any predecessor or of a custodian, agent, depository or counsel selected with reasonable care.
4. The Trust shall continue in perpetuity unless the Trustee elects to terminate and dissolve, provided, however that if and to the extent that state law prohibits perpetual duration, this Trust shall not extend beyond the maximum period permitted by applicable state law. In the event this Trust shall be terminated and dissolved, the entire corpus remaining after winding up its affairs shall be distributed in compliance with the prohibitions stated above in Section III.
5. This Trust may be amended or changed from time to time should such change be deemed warranted by the Trustee by and through the Directors. However, any such change shall (i) be made in accord with applicable state law; and (ii) not jeopardize the Trust's tax exemption.

#### Article VIII Annual Reports

The Directors shall prepare a written report which shall contain a description of all of the assets belonging to the Trust and the income and disbursements made therefrom during the designated reporting period, which report shall be presented to the Trustee at its annual membership meeting.

#### Article IX Reliance

Any person may rely on a copy of the executed original of this Trust Agreement and any of the notations on it and writings attached to it, as fully as he or she might rely on the original documents themselves. Any person may fully rely on any statement of fact certified by any member of the Directors. No one dealing with the Trustee (or any individual member of the Directors) need inquire concerning the validity of anything the Trustee or such individual purports to do.

Article X  
State Law

The Trust was created under the laws of the State of Virginia and its validity, effect and construction shall be determined in accordance with the laws of such state.

Article XI  
Trust Irrevocable

All donors acknowledge they have been fully advised, understand that the Trust is and shall be irrevocable. The Trust shall have no right, title or interest in or power, privilege, or incident of ownership in regard to any of the property and/or money donated to it and shall not alter, amend, revoke or terminate the Trust or any provision hereof except as permitted hereunder.

Article XII  
Conflict of Interest Policy

It is of utmost importance to the Trust that when contemplating entering a transaction or arrangement that might benefit the private interest of a director, officer or other Interested Person that no conflict of interest exist. Therefore, in addition to any applicable state or federal law governing conflicts of interest, the following rules shall govern:

1. In connection with any actual or possible conflict of interest, an Interested Person shall disclose all material facts to the Trustee. If deemed necessary, the Trustee shall convene a meeting to provide the Interested Person an opportunity to present the information. After receipt of all material facts, the Trustee shall make a determination whether a conflict of interest exists. The explanation and ultimate decision of the Trustee shall be reduced to writing and maintained as part of the official records. If the Interested Person is a member of the Directors, that individual shall be excused from and not be present for the discussions or decision of the Trustee. The Trustee shall have the option to appoint a disinterested person to investigate the facts and circumstances surrounding any potential conflict of interest.

2. If the Trustee has reasonable cause to believe an Interested Person failed to disclose a possible conflict of interest, it shall inform such Interested Person of the basis for such belief and afford the opportunity to explain the failure to disclose. The Trustee (absent the affected Interested Person if he or she is a member of the Directors) shall investigate the matter and make a decision on whether disciplinary and corrective action is required. The explanation and ultimate decision of the Trustee shall be reduced to writing and maintained as part of the official records.

For purposes of the above, the following definitions shall apply:

“Interested Person” shall mean any trustee, director, principal officer or member of a committee with governing board powers who has a Financial Interest.

“Financial Interest” shall mean any direct or indirect (through business or family) (i) ownership or investment in any entity with which the Trust has a contractual transaction or arrangement; (ii) compensation arrangement with the Trust; (iii) potential ownership or investment in or compensation arrangement with any entity with which the Trust is negotiating a contractual transaction or arrangement. For purposes hereof, compensation shall include direct and indirect remuneration as well as gifts and favors which are not insubstantial.

Each and every officer and member of the Directors shall, on an annual basis, sign a statement which affirms such person (i) has received a copy of the Trust’s conflict of interest policy; (ii) has read and understands said policy; (iii) agrees to comply with said policy and (iv) understands the Trust is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

To ensure the Trust operates in a manner consistent with its charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, period reviews shall be conducted. Such reviews shall, at a minimum, include (i) whether compensation and contractual arrangements are reasonable based upon competent survey information and the result of arms-length bargaining and (ii) whether partnerships, joint ventures and arrangements with management organizations conform to the Trust’s written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction. The Trust may, but is not required to, engage outside advisors to conduct such periodic reviews.

IN WITNESS WHEREOF, the undersigned have executed this Trust Agreement on the day and year set forth below and written in duplicate.

Trustee: Newfoundland Club of America, Inc.

Date Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

Directors: Newfoundland Club of America, Inc.  
Board of Directors

Date Signed: \_\_\_\_\_  
By: \_\_\_\_\_  
Its: Duly Authorized Member

# Overview and Application Information for Educational Grants through the Newfoundland Club of America Charitable Trust

The Purpose of the Educational Grant program of the Newfoundland Club of America (NCA) Charitable Trust is to promote and facilitate educational projects and events for the Newfoundland Fancy and for the general public interested in Newfoundland dogs.

Projects and events funded by an Educational Grant must involve one or more of the following: the care, raising, health, nutrition, training, disease, research, breeding, judging and exhibiting Newfoundland dogs.

The Charitable Trust Management Board of the NCA Charitable Trust (CTMB) will accept and evaluate applications for Educational Grants to fund educational programs and events as follows:

## Who may apply:

NCA committees and regional Newfoundland clubs (hereafter “applicant organizations” may apply for educational grants.

## How to apply:

NCA committees must submit applications to the NCA Second-Vice President for approval by the NCA Board. Once approved, grant applications will then be submitted to the CTMB by the NCA First Vice President/CTMB Liaison for evaluation and funding.

Regional Clubs must submit applications directly to the CTMB Recording Secretary.

An application consists of a Cover Letter, Explanatory Materials, and a Budget appended with Budget Explanations and Budget Justification.

The cover letter must include 1) a title or name for the proposed project or event 2) the name or names of the NCA Committee or Regional Newfoundland Club applying for funds, 3) the name or names of the contact person or persons, including contact information, and 4) a one sentence description of the proposed project or event. The description must make clear that the proposed project or event fits within the purpose for the Educational Grant Program, as stated above, and fits within the purview of the policies and procedures of the Newfoundland Club of America and the NCA Charitable Trust.

The Explanatory Materials need be only long enough to explain the goals and objectives of the project or event and how the applicant organization plans to fulfill those goals and objectives.

The Budget should include all expenses arranged by major categories, such as cost of materials, cost of printing, and travel, room, board and honoraria for invited speakers. The Budget should also include income from other sources. Income from other sources is not required and applicant organizations may request up to 100% of their total budget. Budget items that may not be clear should be explained within the Budget Explanation as should income from other sources. The Budget Justification should explain succinctly how the budgeted items are necessary for the project or event to be successful and why income from other sources is not sufficient to fund the project or event completely.

No registration fee may be charged to attend an educational project or event funded to any extent by an NCA Charitable Trust Educational Grant. The event must be free and open to the public. A charge for the cost of food or beverage may be collected and the applicant organization may request voluntary donations to the NCA Trust Education Fund

A portion of the registration fee for a NCA National Specialty may be designated to support an educational project or event at a National Specialty that is also supported by an Educational Fund grant from the NCA Charitable Trust. Attendance of such a project or event must be free of charge for the general public. For such projects or event funded at least in part by an Educational Fund grant, monies collected from registration fees must be transferred to the Education Fund of the NCA Charitable Trust at the time of the Final Report.

Funding for projects or events will depend on funds available in Education Fund of the NCA Charitable Trust.

Application for an Educational Grant must be received at least two months before the event or project occurs and any changes to the budget for the project must be submitted to the CTMB for approval prior to the beginning of the event or project.

#### How to handle grant funds:

Grant monies will be paid by the CTMB directly to benefactors, i.e., directly to businesses that supply educational materials, directly to printers or publishers, or directly to speakers. Monies will not be paid to a third party, such as the applicant organization.

In the case of an Educational Grant covering 100% of a project or event, all income from the project or event will be returned to the Education Fund of the NCA Trust. Unused portions of an Educational Grant will be returned to the NCA Trust Education Fund with the final report.

#### Final Report:

A summary report of the educational project or event must be presented to the CTMB within 90 days following completion. The report will include 1) details of attendance; 2) an explanation of whether the goals and objectives of the project or event were met and, if so, how and, if not, why; and 3) a final budget, including income and expenditures.