CONTRACT

1. This contract between the NATIONAL SPELEOLOGICAL FOUNDATION, INC., a not for profit, charitable organization incorporated under the laws of the District of Columbia, (hereinafter called the Foundation) and the NATIONAL SPÉLEOLOGICAL SOCIETY, INC., a not for profit, educational organization incorporated under the laws of the District of Columbia, (hereinafter called the Society) pertains to funds transferred to the Foundation by the Society which are designated for the NSS Trust Funds. It also pertains to any other funds donated to the Foundation and designated for the NSS Trust Funds.

2. The term NSS Trust Funds, as used in this contract, will refer to all funds held by the Foundation for the specific purposes defined in attachments to this contract. The NSS Trust Funds will be segregated by the Foundation into various Individual Funds. The purpose of each Individual Fund and any special conditions under which the income or principal of the Individual Funds shall be returned to the Society shall be described in attachments to this contract. Such attachments may be approved at the same time as this contract or at any time in the future as described below.

3. The Foundation may charge the expenses of managing its investments to the NSS Trust Funds. Such expenses shall first be prorated among the NSS Trust Funds and any other funds held by the Foundation according to their principal amount. The expenses of the Foundation chargeable to the NSS Trust Funds shall then be prorated among the Individual Funds according to their net income.

4. The Foundation will invest the Individual Funds in such a way as to emphasize either growth of the capital investment or income depending upon the purpose of the Individual Funds as stated in the attachments to this contract.

5. This contract shall be terminated and the entire amount of the NSS Trust Funds shall be returned to the Society

(a) in the event of the dissolution of the Foundation;

(b) in the event of a substantial change in the Articles of Incorporation or Bylaws of the Foundation which materially and adversely affects the NSS Trust Funds or the Society.

6. The Foundation may accept contributions to the NSS Trust Funds for the benefit of the Society from the Society or other sources including, but not limited to, individuals, corporations, internal organizations of the Society, or other charitable foundations.

7. Each year, within forty-five days after the end of the Foundation's fiscal year and quarterly thereafter, the Foundation shall report to the Secretary-Treasurer of the Society: (a) the current net worth of each of the Individual Funds in the NSS Trust Funds, (b) non- investment income added to each of the Individual Funds since the prior report, (c) the income, net income, and capital gains distributions earned by each of the NSS Trust Funds since the prior report, (d) commissions and expenses charged to each of the NSS Trust Funds since the prior report, and (e) the portfolio detail for each Individual Fund. The timing of such reports may be adjusted by mutual consent of the treasurers of both organizations. In addition, the Foundation shall immediately notify the Secretary-Treasurer of the Society of any occurrence which significantly affects the NSS Trust Funds or the Foundation.

8. This contract shall be initially made, subsequently amended, or have attachments added or amended by passage of an identical resolution by the Board of Governors of the Society and the Board of

Trustees of the Foundation according to the respective rules of the Society and the Foundation regarding changes in their bylaws.

9. This contract replaces any previous contracts or agreements between the Society and the Foundation, either written or oral, and becomes effective when approved by the Board of Governors of the Society and the Board of Trustees of the Foundation. Notwithstanding prior approval of this contract, existing agreements concerning each Individual Fund shall remain in effect until and only until an attachment covering that Fund is approved as described in paragraph 8 above.

10. It is agreed and understood by and between the parties to this contract that the provisions of this contract shall be governed by the laws of the District of Columbia. It is understood and agreed and stipulated by the parties to this contract that it is intended that this contract be performed (at least in part) in the District of Columbia and the parties further stipulate and agree that the courts in the District of Columbia shall have jurisdiction over all questions, disputes, or claims for relief which may arise under or because of this contract.

This contract has been approved by the Board of Governors of the Society on the 22nd day of March, 1997, and by the Board of Trustees of the Foundation on the 23rd day of March, 1997.

IN WITNESS WHEREOF the parties have hereunto set their hand and seal, the Society by its President and Secretary-Treasurer and the Foundation by its President and Secretary.

NATIONAL SPELEOLOGICAL SOCIETY, INC.

By: /s/ David Luckins	Attest: /s/ Paul J. Stevens
David Luckins, President	Paul J. Stevens, Sec.-Treas.

NATIONAL SPELEOLOGICAL FOUNDATION, INC.

By: /s/ Albert C. Mueller, Jr.	Attest: /s/ Gordon L. Smith
Albert C. Mueller, Jr., President	Gordon L. Smith, Secretary

Amended 6/27/01:30, 3/22/97:9

Attachment A

LIFE MEMBERSHIP TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the individual fund known as the **Life Membership Trust Fund**.

1. Purpose: The purpose of the **Life Membership Trust Fund** is to serve as a source of income to the Society sufficient to provide life members with the services normally furnished for regular members. For the purposes of this attachment, life members are defined as life members plus holders of the Outstanding Service Award and Honorary Members.

2. Management of the Fund:

A. Distributions: Annually, the Foundation shall return to the Society from the Life membership Trust Fund an amount equal to 100% of the current regular membership rate for each living life member, not to exceed 5.5% of the Funds total value. Investment returns in excess of the above will normally be reinvested:

a. to seek growth to cover future dues increases, and

b. to cover periods of lower investment returns during market downturns.

B. Reporting: The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.

C. Access to Principal:

Upon passage of a suitable resolution by two thirds vote of the Board of Governors of the Society, the Foundation shall transfer to another of the Individual Funds any part of the Life Membership Trust Fund in excess of an amount necessary to fund the membership payments specified in the preceding paragraph plus provide for foreseeable future increases in membership payments due to increased Society dues. The Foundation shall annually notify the Society Secretary-Treasurer of its estimate of such excess funding available and describe the basis for their estimate.

D. Loans: No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: Kristine Ebrey
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: Douglas Soroka
Douglas Soroka, President

Attachment B

HEADQUARTERS TRUST FUND

--- The NSS Headquarters Trust Fund has been closed and repealed ---

Attachment C

RALPH W. STONE RESEARCH TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Ralph W. Stone Research Trust Fund.**

1. Purpose: The purpose of the **Ralph W. Stone Research Trust Fund** is to provide income to the Society with which to support research activities.

2. Management of the Fund:

- **A. Distributions:** Each year an amount equal to 5.5% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary-Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:** There is no access to principal.
- **D. Loans:** No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment D

NSS JAMES G. MITCHELL TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **NSS James G, Mitchell Trust Fund.**

1. Purpose: The purpose of the **NSS James G. Mitchell Trust Fund** is to make a cash award for the best scientific paper presented at any session of the annual convention of the Society by a member or members of the Society who is a student(s) of any age, which purpose is among each party's tax-exempt purposes.

2. Management of the Fund:

- **A. Distributions:** Each year an amount equal to 5.5% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary-Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:** There is no access to principal.
- **D. Loans:** No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment E

LEW BICKING TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Lew Bicking Trust Fund.**

1. Purpose: The purpose of the **Lew Bicking Trust Fund** is to provide income to the Society to be used as a cash award known as the Lew Bicking Award.

2. Management of the Fund:

- **A. Distributions:** Each year an amount equal to 5.5% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary-Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be reinvested in the fund. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.
- **B. Reporting: :** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:** There is no access to principal.
- **D. Loans:** No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: Kristine Ebrey
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: Douglas Soroka
Douglas Soroka, President

Attachment F

PETER M. HAUER TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Peter M. Hauer Trust Fund.**

1. Purpose: The purpose of the **Peter M. Hauer Trust Fund** is to provide income to the Society to be used as a cash award known as the Peter M. Hauer Spelean History Award. The Peter M. Hauer Spelean History Award was established in 1979 to be given to an individual or group involved in an outstanding spelean history research project.

2. Management of the Fund:

- **A. Distributions:** Each year an amount equal to 5.5% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary-Treasurer. The Foundation shall transfer available Funds to the Society upon request from the Secretary-Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:** There is no access to principal.
- **D. Loans:** No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: Kristine L Ebrey
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: Douglas Soroka
Douglas Soroka, President

Attachment G

NATURE PRESERVE TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Nature Preserve Trust Fund.**

1. Purpose: The purpose of the **Nature Preserve Trust Fund** is to serve as a source of funds to the Society for the expenses of ownership of real estate, or any interest in real estate, which has been designated by the Board of Governors of the Society as a Nature preserve of the national Speleological Society.

2. Management of the Fund:

- **A. Distributions:** Each year an amount equal to 5.5% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary-Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:** The Foundation, upon suitable resolution by 2/3 vote of the Board of Governors of the Society, shall transfer to the Society any or all part of the Nature Preserve Trust Fund to another Individual Funds.
- **D. Loans:** The Foundation may make loans to the Society from the Nature Preserve Trust Fund on passage of a resolution requesting such a loan by a 2/3 vote of the Board of Governors of the Society. The granting of such loan, its amount, rate of interest, and terms of repayment shall be at the discretion of the Foundation, except that the total amount of such loans from the Nature Preserve Trust Fund during one calendar year shall not exceed 20% of the Nature Preserve Trust Fund, and the total of all such loans outstanding at one time shall never exceed 50% of the Nature Preserve Trust Fund, with the loaned funds considered part of the Fund.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment H

VANDALISM DETERRENCE REWARD TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Vandalism Deterrence Reward Trust Fund.**

1. Purpose: The purpose of the **Vandalism Deterrence Reward Trust Fund** is to pay any rewards which may be required to be paid as a result of the Society's standing offer of a reward for information leading to the arrest and conviction of persons guilty of violating cave protection laws. The conditions under which these rewards will be paid are described in the Society's Cave Vandalism Reward Policy.

2. Management of the Fund:

- **A. Distributions:** The Foundation shall transfer available Funds to the Society upon request from the Secretary-Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:** The principal of the Vandalism Deterrence Reward Trust Fund is intended to be used to pay said rewards and the administration costs of the program.
- **D. Loans:** No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment I

INTERNATIONAL COOPERATION TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **International Cooperation Trust Fund.**

1. Purpose: The purpose of the **International Cooperation Trust Fund** is to serve as a source of funds to the Society for the expenses related to travel for international speakers and guests of the NSS Convention, to provide income to the Society for the program of "Grants to Support International Partnerships" and to provide initiation loans for the International Congress of Speleology.

2. Management of the Fund:

A. Distributions: Each year an amount equal to 7.5% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary-Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.

B. Reporting: The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.

C. Access to Principal: The Foundation, upon suitable resolution by 2/3 vote of the Board of Governors of the Society, shall transfer to the Society any or all part of the International Cooperation Trust Fund needed for extraordinary expenses for traveling international speakers.

D. Loans: The Foundation may make loans to the Society from the International Cooperation Trust Fund on passage of a resolution requesting such a loan by a 2/3 vote of the Board of Governors of the Society. The granting of such loan, its amount, rate of interest, and terms of repayment shall be at the discretion of the Foundation, except that the total amount of such loans from the International Cooperation Trust Fund during one calendar year shall not exceed 20% of the International Cooperation Trust Fund, and the total of all such loans outstanding at one time shall never exceed 50% of the International Cooperation Trust Fund.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment J

PERIODICAL SPECIAL FEATURES TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Periodical Special Features Trust Fund.**

1. Purpose: The purpose of the **Periodical Special Features Trust Fund** is to cover the cost of special features in any NSS periodical. After the net income of the Fund is sufficient to pay for the cost of special features in any NSS periodical, any additional net income may be used to supplement any NSS periodical's budget.

2. Management of the Fund:

- **A. Distributions:** Each year an amount equal to 5.5% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary-Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:** There is no access to principle.
- **D. Loans:** No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: Kristine Ebrey
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: Douglas Soroka
Douglas Soroka, President

Attachment K

SARA CORROE MEMORIAL TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Sara Corie Memorial Trust Fund.**

1. Purpose: The purpose of the **Sara Corrie Memorial Trust Fund** is to provide income to the Society for grants to fund group cave exploration in the United States.

2. Management of the Fund:

- **A. Distributions:** Each year an amount equal to 5.5% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary-Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:** There is no access to principle.
- **D. Loans:** No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: Kristine Ebrey
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: Douglas Soroka
Douglas Soroka, President

Attachment L

MERLE AND BILL STEPHENSON 50TH ANNIVERSARY TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Merle and Bill Stephenson 50th Anniversary Trust Fund.**

1. Purpose: The purpose of the **Merle and Bill Stephenson 50th Anniversary Trust Fund** shall be determined by a 2/3 vote of the NSS Board of Governors at its Annual Meeting in the year 2035.

2. Management of the Fund:

- **A. Distributions:** At the Society's Annual Meeting in 2035 upon suitable resolution by 2/3 vote of the Board of Governors of the Society, the Foundation shall transfer to the Society any or all part of the Merle and Bill Stephenson 50th Anniversary trust Fund.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:** There is no access to principle except at the 2035 Annual Meeting of the Society following a 2/3 vote of the Board of Governors of the Society.
- **D. Loans:** No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment M

HOLDING TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Holding Trust Fund.**

1. Purpose: The purpose of the **Holding Trust Fund** is to allow the Society to invest those funds it does not require in the near term at a higher rate of return than that generally available from commercial banks and savings and loan institutions. Such investments shall seek a high rate of return consistent with the goal of preservation of the principle.

2. Management of the Fund:

- **A. Distributions:** Within 30 days of the receipt of a written notice from the Society's Secretary-Treasurer, the Foundation shall transfer any or all part of the Holding Trust Fund to the Society subject to the limitation that no more than $25,000 is returned to the Society in any rolling 180-day period.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:** The Foundation, upon suitable resolution by 2/3 vote of the Board of Governors of the Society, shall transfer to the Society any or all part of the Holding Trust Fund to another of the Individual Funds.
- **D. Loans:** The Foundation may make loans to the Society from the Holding Trust Fund on passage of a resolution requesting such a loan by a 2/3 vote of the Board of Governors of the Society. The granting of such loan, its amount, rate of interest, and terms of repayment shall be at the discretion of the Foundation, except that the total amount of such loans from the Holding Trust Fund during one calendar year shall not exceed 20% of the Holding Trust Fund, and the total of all such loans outstanding at one time shall never exceed 50% of the Holding Fund, with the loaned funds considered part of the Fund.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment N

ENDOWMENT TRUST FUND

---The NSS Endowment Fund has been closed and repealed ---

(NOTE: The Foundation created the NSS Permanent Endowment Fund on the 17th Day of September, 2017.)

Attachment O

PUBLICATION TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Publication Trust Fund**.

1. Purpose: The purpose of the **Publication Trust Fund** is to serve as a source of income to the Society for the expenses related to publications that are published by the Society or by an approved publisher.

2. Management of the Fund:

- **A. Distributions:** Each year an amount equal to 5.5% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary/Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:**
  - **a.** In addition to the amounts available annually, the Foundation, upon 2/3 vote of the Board of Governors of the Society, shall transfer to the Society any part of the Publication Fund needed for extraordinary expenses of publications.
  - **b.** The Foundation, upon passage of a suitable 2/3 vote of the Board of Governors of the Society, shall transfer up to 20% of the unencumbered principal to another individual fund.
- **D. Loans:** No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment P

NSS LIBRARY/MUSEUM BUILDING TRUST FUND

--- The NSS Library/Museum Building Trust Fund has been closed and repealed ---

Attachment Q

LITIGATION TO PROTECT CAVES TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Litigation To Protect Caves Trust Fund**.

1. Purpose: The purpose of the **NSS Litigation To Protect Caves Trust Fund** is to pay for litigation necessary to protect caves and their natural contents, initiated by the Society or by cooperating individuals.

2. Management of the Fund:

- **A. Distributions:** the Foundation shall transfer any part or all of the NSS Litigation To Protect Caves Trust Fund to the Society upon notification of a suitable resolution by a majority vote of the NSS Board of Governors.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:** The Foundation, upon passage of a suitable 2/3 vote of the Board of Governors of the Society, shall transfer any part or all of the Litigation To Protect Caves Trust Fund to the Society.
- **D. Loans:** The Foundation may make loans to the Society from the Litigation To Protect Caves Trust Fund on passage of a resolution requesting such a loan by a 2/3 vote of the Board of Governors of the Society. The granting of such loan, its amount, rate of interest, and terms of repayment shall be at the discretion of the Foundation, except that the total amount of such loans from the Litigation To Protect Caves Trust Fund during one calendar year shall not exceed 20% of the Litigation To Protect Caves Trust Fund, and the total of all such loans outstanding at one time shall never exceed 50% of the Litigation To Protect Caves Trust Fund, with the loaned funds considered part of the Fund.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment R

INTERNATIONAL CAVE EXPLORATION TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **International Cave Exploration Trust Fund**.

1. Purpose: The purpose of the **International Cave Exploration Trust Fund** is to provide grants by the Society to cavers to fund international exploration trips.

2. Management of the Fund:

A. Distributions: Each year an amount equal to 5.5% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary/Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.

B. Reporting: The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.

C. Access to Principal: The Foundation, upon passage of a suitable 2/3 vote of the Board of Governors of the Society, shall transfer any part or all of the International Cave Exploration Cave Trust Fund to another Individual Fund.

D. Loans: No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment S

NSS RESCUE TRAINING TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **NSS Rescue Training Trust Fund**.

1. Purpose: The purpose of the **NSS Cave Rescue Trust Fund** is to reimburse the Society for expenses related to training cave rescuers, which is within each party's tax exempt purposes.

2. Management of the Fund:

- **A. Distributions:** Each year an amount equal to 5.5% of the total fund value shall be available for reimbursement to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary/Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:** The Foundation, upon passage of a suitable 2/3 vote of the Board of Governors of the Society, shall transfer any part or all of the NSS Rescue Training Trust Fund to another Individual Fund.
- **D. Loans:** No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment T

CONVENTION SURPLUS TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Convention Surplus Trust Fund**.

1. Purpose: The purpose of the **Convention Surplus Trust Fund** is to reimburse the Society for extraordinary expenses related to a loss event for an annual NSS Convention. Additionally, fund Distributions, defined below, may be used for general convention expenses.

2. Management of the Fund:

A. Distributions: Each year an amount equal to 5.5% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary/Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.

B. Reporting: The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.

C. Access to Principal: In case of a convention loss event, the principal, or any part thereof, of the Convention Surplus Trust Fund shall be returned to the Society upon passage of a suitable resolution by a ⅔ vote of the Board of Governors of the Society. The Foundation, upon passage of a suitable ⅔ vote of the Board of Governors of the Society, shall transfer any part or all of the Convention Surplus Trust Fund to another Individual Fund.

D. Loans: No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation.

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment U

CAVE ACQUISITION TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Cave Acquisition Trust Fund**.

1. Purpose: The purpose of the **Cave Acquisition Trust Fund** is to purchase or lease caves or obtain easements on cave properties. The fund may also be used to pay transfer costs (e.g. lawyer's fees, title searches, land surveys, and closing costs) for caves acquired in any manner by the Society.

2. Management of the Fund:

- **A. Distributions:** Each year an amount equal to 10% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary/Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.
- **B. Reporting:** The Foundation shall report the balance in the Fund quarterly to the Society. The Foundation's Annual Report shall specify the funds available.
- **C. Access to Principal:**
  - **a.** The Foundation, upon passage of a suitable 2/3 vote of the Board of Governors of the Society, shall transfer any part or all of the Cave Acquisition Trust Fund to the Society for extraordinary cave acquisition expenses.
  - **b.** The Foundation, upon passage of a suitable 2/3 vote of the Board of Governors of the Society, shall transfer up to 20% of the unencumbered principal to another Individual Fund.
- **D. Loans:** No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment V

BILL CUDDINGTON MEMORIAL SCHOLARSHIP TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **Bill Cuddington Memorial Scholarship Trust Fund**.

1. Purpose: The purpose of the **Bill Cuddington Memorial Scholarship Trust Fund** is to reimburse the Society for expenses related to training under the Vertical Training Commission, which is within each party's tax-exempt purposes.

2. Management of the Fund:

- **A. Distributions:** Each year an amount equal to 5.5% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary/Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:**
  - **a.** The Foundation, upon passage of a suitable 2/3 vote of the Board of Governors of the Society, shall transfer any part or all of the Bill Cuddington Memorial Scholarship Trust Fund to the Society for extraordinary expenses.
  - b. The Foundation, upon passage of a suitable 2/3 vote of the Board of Governors of the Society, shall transfer up to 20% of the unencumbered principal to another Individual Fund.
- **D. Loans:** No portion of the principal shall be available for loans to the Society.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: _____
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: _____
Douglas Soroka, President

Attachment W

NSS PERPETUITY OPERATIONAL TRUST FUND

This attachment to the contract between the Foundation and the Society pertaining to the NSS Trust Funds describes the purpose and conditions of the Individual Fund known as the **NSS Perpetuity Operational Trust Fund**.

1. Purpose: The purpose of the **NSS Perpetuity Operational Trust Fund** is to reimburse the Society related to salaries and related expenses to fund full and/or part-time employment to manage the affairs of the Society.

2. Management of the Fund:

- **A. Distributions:** Each year an amount equal to 5.5% of the total fund value shall be available for payment to the Society. The Foundation shall transfer available Funds to the Society upon request from the Secretary/Treasurer. Any funds not requested by the close of the 2nd fiscal year following notification shall be retained in the fund.
- **B. Reporting:** The Foundation shall report on the Fund as per the Trust Funds Contract between the Society and the Foundation.
- **C. Access to Principal:** The Foundation, upon passage of a suitable 2/3 vote of the Board of Governors of the Society, shall transfer any part or all of the NSS Perpetuity Operational Trust Fund to another Individual Fund.
- **D. Loans:** The Foundation may make loans to the Society from the NSS Perpetuity Operational Trust Fund on passage of a resolution requesting such a loan by a 2/3 vote of the Board of Governors of the Society. The granting of such loan, its amount, rate of interest, and terms of repayment shall be at the discretion of the Foundation, except that the total amount of such loans from the fund shall never exceed 20% of the fund balance, with the loaned funds considered part of the Fund.

3. Approvals: This attachment has been approved by the Board of Governors of the Society on the 5th day of July, 2024, and by the Board of Trustees of the Foundation

National Speleological Society, Inc.

By: Kristine J Ebrey
Kristine Ebrey, Treasurer

National Speleological Foundation, Inc.

By: Douglas Soroka
Douglas Soroka, President