

**THE PERMANENTNAME... CHARITABLE
TRUST OF THE BENEFICIARY
ORGANIZATION..., INC.**

**THE PERMANENTname... CHARITABLE TRUST OF
The beneficiary organization..., Inc.**

Article I: The Trust and The Trust Founders

We, the undersigned, **AND** , husband and wife, residing inaddress....., with full legal and mental capacity and full freedom announce and declare, and will and desire that we establish a Trust (**Waqf**) for the sake of God, the Almighty. This trust (**Waqf**) consists of the assets herein described. It is permanent for which we only seek acceptance from God, the Lord of the Worlds. It is established in accordance with the teaching and regulations of Islamic Shari'ah (Law) and it is to be governed always and at all times by the spirit, rules and teaching of the Islamic Shari'ah. No one has any right to change or alter any thing in this document, As God said: "If any one changes the bequest after hearing it, the guilt shall be on those who make the change. For Allah hears and knows all things" [The Qur'an, 2:181]. This document is to be considered as one unit consisting of six articles and five pages. On this we fix our signatures on each and every page and on the last page along with witnesses and public notary.

This trust (**Waqf**) is permanent and irrevocable. It must be preserved until the Day when God resurrects all men and women.

The Assets entrusted are (full description)

This Trust is to be called: The Permanent Charitable Trust of thebeneficiary org

Article II: Use of the Trust's Revenues and Limitation of Power of Founders, Trustees and Beneficiaries

1. The Trust's revenues are defined as the total of all rents and rental payments, any ordinary profits, and all that arises to the Trust in terms of rights and incomes in any form and kind. Revenues do not include capital gains nor appreciation of its assets and its land at any time, nor the capital gains resulting from any revaluation, replacement or substitution of the asset or assets of the trust at any time, form or kind.
2. All capital gains, appreciation and revaluation accruing to the trust's properties and assets shall be added to the principal of the trust and become inseparable part thereof, whether it accrues to this named property or to any other property for which it is substituted.
3. After fulfillment of the conditions of article III, the beneficiary org. becomes the sole beneficiary of the trust. It

shall have full, unequivocal and unchallenged rights to use the revenues of the trust for any and all of its activities and at the discretion of its appropriate decision making body in accordance to its own articles of incorporation.

4. The founders, trustees, managers, and beneficiaries have neither power nor authority of disposing of the assets of this trust or any and all of its capital gains under any and all circumstances.

However after the revenues of the assets of the trust become due to *beneficiary org.* it may replace these assets, wholly or partially, for other income generating assets, at the discretion of its appropriate decision making body. In such a case, new assets must be purchased for the full amount of the proceeds of the sale of the old assets. The proceeds must be placed in an Islamically accepted mutual fund or escrow account within the USA territories until the purchase is effected and its value becomes due for payment. Such temporary arrangement must be limited to three month only.

The founders and their beneficiary children have the right to replace the property of the trust for another property of at least equal value provided that the whole new property becomes an asset of this trust in addition to other conditions mentioned in this para.

5. The properties of this trust cannot be mortgaged, put as collateral, forsaken, or disposed of in any manner by any of its managers, trustees, beneficiaries or other persons. These properties do not enter under the ownership of the trustees, managers, or beneficiaries. Any commitment, obligation or contract made to the contrary of this clause is null, void and invalid.

Article III: Conditional Benefits of Founders and Their Children

1. The Founders, severally and/or jointly have full and uncontested rights to the usufruct of this property, they may use it as a residence and/or a source of income during their lifetime or the life of the surviving one of them.
- 2.
3. After the expiry of both trustees, their unmarried children, together or any one of them alone, have same and equal rights like those enjoyed by their parents until one year after the youngest child ... **name** ... graduates from university and finds a full time job or until she gets married.

4. Any poor child or children of the founders are entitled, severally and/or jointly, to the usufruct of the assets of this trust, for use as residence or for income. This right does not prejudice the right of unmarried children and it must be claimed before the revenues of the trust are turned to *beneficiary org.* For a proof of poverty, it is sufficient that one, non-beneficiary child of the founders certifies it to ... *beneficiary org.*
5. Grandchildren are not included in the benefits of this trust, except as part of the household of their beneficiary parents.
6. During the periods required to satisfy paras 1,2 and 3 of Article III, the beneficiaries are required to take full charge and responsibility of maintenance, insurance, taxes and any and all other normal and customary expenses necessary to keep the property usable and free of obligations to any outsider or any third party. In case they do not take such charge and responsibility, The *beneficiary org.* can pay for what is needed and come back on the occupant/beneficiary of the property for reimbursement of the paid amount in full, in addition to 10% as a compensation for its administrative expenses.

Article IV: The Trust Management

1. The founders of the trust (and the surviving one of them), severally and/or jointly, shall be the Trust's manager and trustee during their lifetime. They shall take good care of the property. However they cannot sell or bequest the properties of the trust; they cannot give them as a gift or in a last will to any party, use them as a collateral, put a lien or cause a lien to be put on it. They cannot expose them to any liability toward any third party. But they may chose to surrender their right to the usufruct and/or the management, in writing to the *beneficiary org.* itself without affecting any of the rights and privileges of their unmarried and poor children.
2. After the death of the surviving founder, the management shall be given to the beneficiary child if he/she is at least eighteen years of age. Otherwise to the next older child of the founders who lives in *state or city*....., provided he/she is at least eighteen years old. If this could not be done the management goes to the *beneficiary org.* without any prejudice to the rights of unmarried and poor children as mentioned in article III.

3. After the rights of the founders and their children, mentioned in article III, are fully satisfied, the trust' management shall be transferred to the *beneficiary org.* If the *beneficiary org.* decides to replace the property for stocks and mutual funds' units, it must select the best of such investments. It must comply with the spirit and rules of Shari'ah. There must be no investment in shares prohibited according to the Islamic Shari'ah nor in mutual and investment funds in which interest-based banks, insurance and other financial companies, entertainment, hotels and armament industries make more than 20% of the portfolio.
4. The manager/trustee shall deserve neither compensation nor salary for management.
5. Since the trust must not be suit for any liability to any third party, any such liability and/or responsibility that may otherwise be charged to the Trust, shall fall on the manager, and the trust shall be free of any liability to any third party at all times

Article V: Amendment

The founders, severally and/or jointly, within the limits of Shari'ah, have full rights to amend, change and/or modify any article of this document, except revoking the trust.

Article VI: Separability, Succession and Arbitration

1. We direct and ordain that if any part of this document is determined invalid by a court of competent jurisdiction, the other parts shall remain valid and enforceable.
2. If *beneficiary org.*ceases to exist, the Islamic organization that replaces it shall succeed it wherever it is mentioned in this document. If there shall be no successor, any Islamic organization in ...*city or county*..... that is certified by the Islamic Society of North America (ISNA) or by the North American Islamic Trust (NAIT), shall replace *beneficiary org.* or its successor.
3. Should any disagreement, conflict or dispute arises with regard to this Trust, interpretation of its texts and articles, distribution of its revenues, its beneficiaries and/or its management, or any other matter that relates to it in any way or manner, the Executive Board of *beneficiary org.*... shall appoint a committee of three, one of them must be the Director

of*beneficiary org.* .., to solve such dispute. Its decision shall be final and binding to all parties and in all courts.

- Since this trust and its document are of public benefit and interest to all members of the Muslim community in ...(county or city)..., any member of this community, and especially the children and descendants of the founders, is in a position to supervise and control the faithful and proper implementation of the texts and spirit of this document.

Any member of the Muslim community in ...(city or county)..., ISNA, NAIT and any descendents of the founders have a right to give a written complaint, with description of the violation, and ask for the committee mentioned above to be formed to consider his/her complaint.

This document is made in six original copies: one copy for each of*beneficiary org.* .., ISNA, the founders and their childrenand

Date

Trust Founders	Witness	Witness
Names: and	Name	Name
Address,,	Address	Address
Signatures	Signature	Signature

Notary Public
Name
Address
Signature