THE PERMANENT FAMILY CHARITABLE TRUST
OF
………………… AND ………… ……….

Article I: The Trust and The Trust Founders

We, the undersigned, **…… and ………… ……..**, husband and wife, residing in ………………………………………, with full legal and mental capacity and full freedom announce and declare, and will and desire that we establish a Trust for the sake of God, the Almighty, consisting of the assets herein described. This Trust is permanent and irrevocable. In this we only seek acceptance from God, the Lord of the Worlds. This trust is made in accordance with the teaching and regulations of Islamic Shari'ah (Law) and it must always be maintained within the spirit of these teaching and regulations. No one has any right to change or alter any thing in this document, as God says, "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 eleven 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 is permanent and irrevocable. It must be preserved until the Day when God resurrects all men and women.

Assets entrusted are: ……………(full description of all assets to be put in the trust)……………

This Trust is to be called: The Permanent Family/ Charitable Trust of ………. and ……….. …………

Article II : Use of the Trust's Revenues

1. **Definition:** The Trust's revenues are defined as the total of all capital gains plus all ordinary profits plus all that arises to the Trust in terms of rights and incomes in any form and kind. Thus the Trust's revenues for each year are the difference between the initial principal of the Trust at the beginning of that year, i.e., the amount entrusted by the founders at the time of establishment including any increments added to the Trust at any later date and the part of revenues that are added to the principal for reinvestment in previous years according to

this document; and the total assets of the Trust at the end of that calendar year.

2. During the period from the date of establishment to December 31, 2013, all revenues shall be added to the principal and reinvested with it in such a way that they make an unseparable part of the principal. No disbursement of any revenue shall be done during this period, and total assets of the Trust at the end of December 31, 2013 shall make the Trust's principal at the beginning of the year Two Thousand and Fourteen.

3. For twenty years beginning from January 1,2014, the Trust's revenues shall be distributed as follows:

   One. Fifty percent (50%) shall be added to the principal, reinvested with it and shall make an unseparable part of it.
   Two. Thirty percent (30%) shall be disbursed to our children; their children and their offsprings in accordance with the rules laid down in this document.
   Three. Twenty percent (20%) shall be given to the Islamic Society of North America (ISNA). In case ISNA doesn't exist, this 20% shall be divided into two halves; one half is to be given to the ….. name of an Islamic organization…..], and the second half to a national Islamic organization, tax exempt, that works at the level of the United States or the United States and Canada. The oldest three persons from among the recipients of the trust shall select such an organization at the time.

4. Effective from January one the year Two Thousand and Thirty Four and until the day of Resurrection, distribution of all revenues of the Trust shall be as follows:

   One. Twenty percent (20%) shall be added to the principal, reinvested with it and become unseparable part of it.
   Two. Sixty percent (60%) shall be disbursed to our children, their children and their offsprings perpetually in accordance with para 3 (b) of this Article.
   Three. Twenty percent (20%) shall be given in accordance with para 3 (c) of this Article.

5. In case all our offsprings perish or don't exist, or no person would deserve a yearly disbursement from this Trust that equals at least the equivalent of one hundred US Dollars in the prices of the year 2014, as calculated by considering the consumer price index between the year 2014 and the year

preceding distribution, then the distribution of the Trust's revenues shall be as follows:

One. Fifty percent (50%) shall be added to the principal, reinvested with it and become unseparable part of it.
Two. Fifty percent (50%) shall be given in accordance with para 3 (c) of this Article.

6. Revenues' distribution shall be on annual basis, as soon as revenues appear on December 31st of each solar year, and after a balance sheet and closing accounts are made and revenues are determined.

7. In exception of all the paras of this Article, each of the Trust founders, severally and/or jointly, has a full right to withdraw from the Trust's revenues at any time and effective from the date of establishing this Trust any amount for payment of a debt and/or for living expenses of the founders and their household. However, neither founder is permitted to withdraw any amount from the principal of the Trust placed by the founders at the time of establishment or added to it at any later date.

Article III: Distribution to "our children, Our grand children and their offsprings"

The distribution of the shares of "our children, our grand children and their offsprings" shall exclusively be according to the following:

1. Since this is an Islamic family trust, the definition of one's children is hereby derived from Shari'ah. Thus, we will determine that the term "our children, our grand children and their offsprings" covers all blood children, males and females, wherever they may be in any part of the world. It doesn't cover any adopted, step or foster child, nor any child born outside of a marriage contract approved or accepted in accordance with the rules of Islamic Shari'ah, or born before such a contract. The term does not also cover any offsprings of all those excluded herein.

2. a. Any person who takes other than Islam as a religion or about whom it becomes known that he/she is not regular in daily prayers and other Islamic worship shall be excluded from benefiting of this Trust regardless of his/her relationship to the founders.
   Two. If the person, who changed religion or neglected prayers and other worships, comes back to Islam and

his/her observance of prayers and other worships becomes known, the rightful share shall be given to him/her effective from the end of the year during which two adults from among the beneficiaries of this Trust give their testimony to this effect.

Three. Any person excluded according to paras 1 and 2 (a), shall be treated as if she/he is non-existing with regard to calculation and distribution of shares of this Trust. However, such exclusion doesn't affect the children and Offsprings of a person excluded in para 2(a) after his/her death as long as they satisfy the conditions mentioned in this Article.

3. The share of any beneficiary offspring shall be doubled if:

One. He/she has a major permanent physical or mental handicap confirmed by a medical report that is legally or commonly acceptable, whether such a person deserves by himself/ herself or in place of a deceased parent.

Two. If he/she is poor or needy as verified by testimony of two adults from the beneficiaries of this Trust, whether such a person deserves by himself/herself or in place of a deceased parent. For continuation of double giving, such a testimony must be repeated every two years.

Three. No more than one double share shall be given to any deserving person regardless of how many reasons may exist for doubling the share. Doubling becomes effective from the first distribution after proving its reason.

4. a. Except for the implementation of para (3) of this Article, disbursement in each generation shall be such that the share of the male shall equal the share of the female, so that shares of females and males in each generation shall be the same.

   b. Due disbursement shall be distributed to the generation closest to the founders before the following generation, i.e., their children, so that, with the exception of the application of para (5) of this Article, no person from a following generation shall become a recipient before all recipients from a previous generation perish.

5. a. Children of a deceased son or daughter in each generation shall be given the share of their deceased parent as long as there exists an aunt or uncle of them, or any recipient who is of the same generation as their aunts and uncles, in such a way that the total of the shares of the children of a deceased male or female in

each generation shall equal the share of any of their aunts or uncles or any recipient of the same level of their uncles and aunts.

After the generation of uncles and aunts perish all, distribution shall be recalculated so that the shares of all males and females in the generation will be the same.

b. A recipient who dies leaving no children (male or female) shall be considered as non-existing with regard to the calculation and disbursement of shares. In other words, whatever such a recipient deserved, when he/she was alive, shall be rendered to all other recipients in proportion of their respective shares.

Three. In all cases in which a recipient is below the age of eighteen, the deserved share shall be paid to the legitimate guardian (provided he/she is Muslim) if the recipient needs the share for personal sustenance, expenses and obligations. A statement from the Muslim guardian about such a need is sufficient.

However, if such a recipient doesn't need his/her share, the due share shall be kept with the assets of the Trust and invested with it to the benefit of the recipient. When such a recipient completes his/her eighteenth years of age, all previously held shares and their accumulated returns should be handed over to him/her.

6. a. Grand children of any female who deserved a share by herself shall be excluded from being deserving recipients of any revenue of this Trust. By the term "deserving a share by herself" we mean that she didn't deserve in place of a deceased parent.
Also shall be excluded all children of any male or female who deserved a share in place of a deceased mother.
Also shall be excluded from being a recipient of any revenue in this Trust all the children and Offsprings of all those who are excluded by virtue of this para.

b. All those excluded in this para (6) and their offsprings shall be considered as non-existing with regard to calculation and distribution of shares. In other words, whatever share might be otherwise theirs, should they be recipients, shall be rendered to other recipients in proportion of their respective shares.

7. In order to further explain the last four paras, we made the following hypothetical chart:

8. Any share refused or rejected by its due deserving person shall be rendered to the .... An Islamic organization...... The refusal of a beneficiary to take his/her share in any year neither prevents

nor eliminates his/her right to deserve and receive due shares in subsequent years nor does that exclude the person's children after the person's death.

9. The shares whose due recipients are not known or whose addresses could not be known within six months of the date of distribution shall be rendered to the … an Islamic organization…, as mentioned in para (8). Should such a person and/or address become known later, shares of subsequent distributions shall be given to him/her effective from the end of the year during which the person/address becomes known.

10. If the share of any beneficiary becomes less than US$ 100 or its equivalent, as mentioned in para 6 of Article II, it shall not be disbursed to him/her. It rather shall be added to the amount given to the …an Islamic org…. as referred to in the preceding two paras of this Article. The change of venue of a share in any year doesn't imply continuing such a change in any following year. However, if such a person dies while his/her share changes venue for the last three distributions before death, the children and Offsprings of such a person shall not deserve any disbursement of the Trust's revenues for ever, and they shall be considered as non-existing with regard to calculation and disbursement of shares.

Article IV : The Trust Management

1. a. The founders of the Trust (or the surviving one), severally and/or jointly, shall be the Trust's manager and trustee during their lifetime. They shall distribute its revenues according to this document. The founders or the surviving founder may at any time chose to turn the management to ISNA by mutual agreement with it.

   Two. Upon the death of both the founders, management and trusteeship of this Trust shall move on to the Islamic Society of North America.

   Three. The manager/trustee shall deserve no compensation nor salary for management, that is except for the share of revenues given to the Islamic Society of North America in Article (II) of this document. However, if maintenance of records of the Trust, its revenues and lists of recipients require full time work of specialized person(s), ISNA may hire such specialized person at the market rate of salaries provided that total cost of such employment, including administrative expenses and overhead, does not exceed one eighth of the Trust's revenues, so that at least seven eighths of the total revenues shall be available for distribution according to article II. Priority in hiring shall be given to recipients of this Trust as long as they fulfill required qualifications for employment. A person employed in the Trust shall not lose his/her share as recipient above and in addition to salary and other labor compensations. The employment and work of such a person and his/her subordination shall be under the discretion of Islamic Society of North America.

d. The manager/trustee shall maintain records of names of recipients from among our children, our grand children and their offsprings and verify their existence and addresses at least one month before each annual distribution. Such records may be derived from official birth and death certificates and medical reports. The mouth word of any recipient about his/her existence and continuation of handicap for himself/herself or for any other recipient shall be accepted without any need for additional documentation, except in case the management has strong doubt, then it may ask for suitable document(s). The manager/trustee has the right to withhold disbursement of a share until a required document is made available.

2. The manager/trustee shall invest the assets of the Trust in stocks, shares, mutual funds and units in investment funds and other forms of investment. The manager shall select the best of such investments within the rules and spirit of the Islamic Shari'ah. There must be no investment in shares prohibited according to 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. The part of revenues generated from Shari'ah disliked shares in such funds where this 20% applies shall be considered as inclusive in the share assigned according to paragraph (c) of Article (II). The manager/trustee shall prepare a balance sheet that shows the Trust's revenues on the last day of each solar year.

3. If the Islamic Society of North America doesn't accept the management of this Trust or if it doesn't exist, management/ trusteeship shall be given to such a national Islamic organization, tax exempt, at the level of United States or the United States and Canada as mentioned in paragraph (c) of Article (II); and if not, management/trusteeship shall be the right of the ….. an Islamic org…….

4. If preceding para is not implementable, management/ trusteeship shall be given to a committee consisting of the oldest three deserving recipients from among our children, our grand children and their offsprings. Their decisions and actions shall be informed to (but not conditional on approval of) the Imam of the named …. Islamic Organization …….. The Imam has the right to ask them to hold any decision that contradicts Shari'ah or the text of this document.

5. If all previously mentioned alternatives to management become impossible, the Trust shall be liquidated and all the proceeds shall be given to the Islamic organization named in article II (3) (c).

Article V: Amendment

1. The Trust founders, severally and jointly, have a full right to amend, change and/or modify articles II through VI of this document, without any exception, including the mode and kind of investment of the Trust's assets and conditions of distribution of revenues and of its management.

2. After the death of both founders, their two oldest surviving children, male or female, have together the right to alter and change the proportions mentioned in (a) and (b) of paragraphs 3, and 4 of Article (II) provided that none of them becomes less than twenty percent 20%.

3. Neither the founders nor their oldest child have any right to eliminate the Trust or to return its properties to the ownership of the founders or their heirs.

4. The founders, as well as any of the recipients, have the right to add any amount to the Trust's principal at any date whether from a deserved share or not.

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 ISNA ceases to exist, North American Islamic Trust shall replace it with regard of this document wherever it is mentioned. If NAIT does not exist, the three oldest recipients from our offsprings shall select a national tax-exempt Islamic organization to replace ISNA and NAIT with regard to this document.

3. If ….the Islamic 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 …. The Islamic org……or its successor.

4. 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 Fiqh Committee of ISNA is hereby appointed to solve such dispute. Its decision shall be final and binding to all parties and in all courts.

5. Since this trust and its document are of public benefit and interest to all Muslims in the USA, any member of the Muslim community In the USA, and especially any descendant 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 the USA, descendants of the founders and any Islamic organization in the USA have a right to give a written complaint, with description of the violation, and ask for the Fiqh committee of ISNA to consider his/her complaint. One half of the total of tourist class air tickets of members of the committee must be born by the complainer and deposited with ISNA before the meeting is convened. The other half shall be paid from the share of ISNA in the revenues of this trust.

This document is made in five original copies: one copy for each of ISNA, ….the Islamic Org….., the founders and their children ………. and ……….

Signatures:

Date ....

Trust Founders	Witness	Witness
Name:	Name	Name ....
Address ...., ..., ...	Address	Address ....
Signatures	Signature	Signature ....

Notary Public
Name .... Address .... Signature ....

trust/mk (D5.1rh)

THE PERMANENT FAMILY CHARITABLE TRUST

OF ……… AND …….. …………..