

STEPHEN F. AUSTIN STATE UNIVERSITY FOUNDATION, INC.

MEMORANDUM OF UNDERSTANDING

The STMicroelectronics, Inc./Arthur Temple College of Forestry Fund

It is the expressed wish of the Stephen F. Austin State University Foundation, Inc., the SFA Real Estate Foundation, Inc. and the Arthur Temple College of Forestry to establish and maintain a fund comprised of the profits derived from the management of the timberland donated to the SFA Real Estate Foundation, Inc. by STMicroelectronics, Inc. The following are the terms and conditions for the establishment of the fund.

1. **NAME:** The name of the fund shall be **The STMicroelectronics, Inc./Arthur Temple College of Forestry Fund.**
2. **FUNDING:** For purposes of establishing the fund, the SFA Real Estate Foundation, Inc. will deposit into the Stephen F. Austin State University Foundation, Inc. the profits generated from the management of the donated timberland.
3. **PURPOSE:** The purpose of the fund shall be to provide the following:
 - Funds sufficient to cover projected management expenses, as estimated by the Project Manager and the Dean of the ATCOF, shall be deposited into a discretionary account within the SFASU Foundation.
 - 50 percent of net profits (gross less management costs) into a permanent endowment within the Stephen F. Austin State University Foundation, Inc. supporting research projects within the Arthur Temple College of Forestry;
 - 25 percent of net profits into a permanent endowment within the Stephen F. Austin State University Foundation, Inc. supporting graduate assistantships and fellowships;
 - 25 percent of net profits into a designated fund account within the Stephen F. Austin State University Foundation, Inc. to be used in support of the greatest needs of the Arthur Temple College of Forestry as identified by the Dean.
4. **RECOGNITION, PROMOTION, ACKNOWLEDGEMENT AND REPORTING:** In order to honor STMicroelectronics, Inc., to express the appreciation of Stephen F. Austin State University, to enhance the reputation of the Arthur Temple College of Forestry, and to help attract gifts for similar purposes, it is understood that appropriate publicity in the form of announcements and other suitable recognition may be made by Stephen F. Austin State University and the Stephen F. Austin State University Foundation, Inc. with prior written approval of STMicroelectronics, Inc. Once the endowments are established, the Stephen F. Austin State University

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5. **ADMINISTRATION:** Administration of the research projects and programs to be funded by the research endowment shall be the responsibility of the Research Committee of the Arthur Temple College of Forestry in consultation with the Dean. Selection of the recipient(s) of the graduate assistantships and fellowships shall be the responsibility of the Scholarship Committee of the Arthur Temple College of Forestry in consultation with the Dean. Administration of the designated fund shall be the responsibility of the Dean of the Arthur Temple College of Forestry. The percentages of net profits allocated for purposes stated in paragraph 3 and the administration of projects and programs funded through the endowment earnings may be changed only by a two-thirds majority vote of the ATCOF faculty via secret ballot.
6. **CHANGED CONDITIONS:** If, in the future, circumstances have so changed that it is no longer feasible, in the opinion of the Board of Trustees of the SFA Real Estate Foundation, Inc. and the Dean of the ATCOF, to continue the terms of this agreement, said Board of Trustees shall be required to apply this fund to such purposes as may, in their opinion, most closely fulfill the intentions herein described.
7. **FORMAL ACCEPTANCE:** All signatories to this document shall, in good faith, carry out the terms and conditions of this Memorandum of Understanding as spelled out in paragraphs one through seven, and shall do so to the best of their ability. The terms and conditions of this Memorandum of Understanding shall become binding at the acceptance of the Stephen F. Austin State University Foundation, Inc., the SFA Real Estate Foundation, Inc., and the Arthur Temple College of Forestry.

Signatures Accepting MOU

**Stephen F. Austin State University Foundation, Inc. and
SFA Real Estate Foundation, Inc.**

By: Jerry E. Holbert, Executive Director & Vice President for University Advancement Date: _____

Arthur Temple College of Forestry

By: Scott Beasley, Dean Date: _____