

ENDOWMENTS ONLINE FORM

(This is a sample of the generic agreement form utilized to create all types of endowments)

MEMORANDUM OF UNDERSTANDING

(The agreement between the donor and the SFASU Foundation, Inc.
This ensures that the donor's wishes will be carried out in perpetuity.)

It is the expressed wish of Stephen F. Austin State University and the Stephen F. Austin State University Foundation, Inc. (collectively the "University Parties") and the <Donor Name> to establish an Endowment, as more fully described herein, to provide annual scholarships at Stephen F. Austin State University for students desiring to pursue a major in <Area of Support>. The following terms and conditions of this Memorandum of Understanding (this "MOU") govern the establishment and administration of the Endowment. The University Parties and <Donor Name> agree as follows:

1. **NAME:** The name of the Endowment shall be the <Name>, or such other name as may be agreed to in writing by the University Parties and <Donor Name>.
2. **FUNDING:** For purposes of establishing the Endowment, <Donor Name> has deposited an initial amount of \$_____ (the "Initial Fund Deposit") into the Stephen F. Austin State University Foundation, Inc., on <Date>, with the understanding that, according to the University's policies, specifically Gifts, Loans, Endowments and Bequests (C-16), as currently enacted, the minimum threshold to endow a fund is \$20,000. The Endowment shall be an open fund, capable of receiving additional contributions at any time. Funds donated to the Endowment shall be invested and managed by the Stephen F. Austin State University Foundation, Inc. according to policies and guidelines established and reviewed annually by its Board of Trustees.
3. **PURPOSE:** The purpose of the Endowment is to support scholarships annually for high performing students pursuing a major in <Area of Support> at Stephen F. Austin State University.
4. **RECOGNITION, PROMOTION, ACKNOWLEDGMENT AND REPORTING:**
In order to honor <Donor Name>, to express the appreciation of Stephen F. Austin State University, to enhance the academic scholarship program, and to help attract gifts for similar purposes, it is understood that appropriate publicity in the form of announcements to news media, internal and external publications and other suitable recognition acceptable to <Donor Name>, and approved in advance in writing by <Donor Name>, may be made by the University Parties. The Stephen F. Austin State University Foundation, Inc. shall utilize its best efforts to report annually to <Donor Name> regarding the endowment performance and any distribution of funds.
5. **ADMINISTRATION:** The <University/Name of College Scholarship Committee> shall select scholarship recipient(s) based upon the following criteria:
 - 1.
 - 2.

Beginning with the first academic year in which the Endowment is funded in a minimum amount of \$20,000, and for each successive academic year thereafter where the Endowment remains funded in such minimum amount, the <University/Name of College Scholarship Committee> shall award a scholarship from the income derived from the investment of the Endowment fund principle.

6. **CHANGED CONDITIONS:** If, in the future, circumstances necessitate and dictate that it is no longer feasible, in the opinion of the Board of Trustees of the Stephen F. Austin State University Foundation, Inc., to continue the terms of this MOU, said Board of Trustees shall be required to apply this Endowment to such purposes as may, in their opinion, in consultation with <Donor Name>, most closely fulfill the intentions of <Donor Name> herein described. The University Parties shall provide <Donor Name> with prompt written notice of any determination by University Parties that either they or <University/Name of College Scholarship Committee> cannot fulfill any of their material commitments under this MOU, or that the purpose for which the Endowment is being established no longer exists (a "Section 6 Notice").
7. **TERMINATION:** At <Donor Name>'s discretion, the obligations of <Donor Name> hereunder shall terminate upon the University Parties' provision to <Donor Name> of a Section 6 Notice. In addition, the obligations of <Donor Name> hereunder shall terminate upon written notice by <Donor Name> to the University Parties of a determination by <Donor Name> that (a) one or more of the University Parties has materially breached this MOU or (b) a governmental, regulatory or professional entity, or another entity having the force of law, has introduced a new, or modified an existing, law, rule, regulation, interpretation or decision, the result of which would render performance of any part of this MOU by <Donor Name> illegal or otherwise unlawful or in conflict or inconsistent with the rules relating to independence, conflicts of interest or professional practice.
8. **MISCELLANEOUS:** This MOU constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, whether oral or written, among the parties with respect to the subject matter hereof, and will be governed by and construed in accordance with, and the administration of the properties held in the Endowment will be determined by the laws of the State of Texas. Any assignment of this MOU by <Donor Name> shall require the prior written consent of the University Parties, and any assignment of this MOU by a University Party shall require the prior written consent of <Donor Name>. This MOU may not be amended except in writing executed by all parties hereto. In no event shall any party hereto be liable for any consequential, special, direct, indirect, incidental, punitive or exemplary loss, damage or expense relating to or arising out of this MOU.
9. **FORMAL ACCEPTANCE:** All signatories to this MOU shall, in good faith, carry out the terms and conditions of this MOU. The terms and conditions of this MOU shall become binding at the acceptance of the Stephen F. Austin State University Foundation, Inc., Stephen F. Austin State University, and <Donor Name>.

Institutional Signatures Accepting MOU:

Stephen F. Austin State University Foundation, Inc.

By: _____
Date

Stephen F. Austin State University

By: _____
Date

Donor Signature Accepting MOU:

By: _____
Name Date