



Endowment Gift Agreement Template Instructions

PARAGRAPH 1—If the Fund is a **scholarship endowment**, please refer the Scholarship Creation Checklist and Scholarship Specifications.

PARAGRAPH 2—

If a **Pledge or Gift Commitment** is part of the source of the Fund, please include the following language:

The remaining Pledge or Gift Commitment payments may be made in any combination of the following: cash or cash equivalents, marketable securities, or any other asset that is readily convertible to cash which is acceptable to the Foundation.

Language for a **bequest**:

The Donor from time to time, by gift, bequest, devise, or other arrangement may make donations of cash, marketable securities, or other assets deemed acceptable by the Foundation to the Fund. The Donor or any interested individual, corporation, or foundation may make additional gifts to the Fund at any time.

PARAGRAPH 7—Alternative language for **corporations and foundations**:

The Foundation's Board of Governors shall, after consultation with the Donor if the Donor is still in existence,

**Endowment Gift Agreement
between**

and
Southern Arkansas University Foundation, Inc.

This endowment gift agreement made this ____ day of _____, 20____, sets forth the entire understanding between _____ (the "Donor") and Southern Arkansas University Foundation ("SAUF") with respect to the Foundation's administration of the _____ (the "Fund").

1. **Purpose of the Fund:** The Fund is being established to _____

2. **Source of the Fund:** The Fund will be established with an initial gift of \$_____. The Donor reserve the right to increase the Fund through additional gifts and consent to additional contributions to the Fund by any interested individual, corporation, foundation, trust, estate, or other legal entity through individual gift, bequest, or other gift vehicle, and all gifts so designated shall be subject to the provisions of this Agreement.

3. **Inadequate Funding:** The amount needed to fully fund such an endowed fund shall be that amount required by SAUF on the date the first gift is received into the Fund. If, after the specified time period is ended, the value of the Fund is less than the minimum required for the establishment and continuing support of the named fund, after consultation with the Donor(s) the Fund may be transferred to and merged with an existing endowment or other fund whose purpose will most nearly accomplish the Donor's intention evidenced by the purpose described above.

4. **Naming/Approvals:** The proposed naming of any academic program, professorship, department, or structure must be mutually acceptable to the Donor and SAU, and must be approved in writing by the donor and the VP for University Advancement.

5. **Duration of the Fund:** The Donor intends for the Fund, including all realized and unrealized capital appreciation and depreciation generated by the Fund, to exist in perpetuity with the annual distribution being made available to support the Purpose of the Fund as described in Paragraph 1 above. The "Distribution," a percentage of the fair market value of the Fund as determined by the Foundation's Board of Governors, prior to its expenditure, will be

maintained in a separate Foundation account solely for the benefit of the Purpose of the Fund.

6. **Investment Authority:** The Fund shall be invested in accordance with the investment policies of the Foundation as established by the Foundation's Board of Governors. For purposes of investment only, the monies of this Fund may be pooled/commingled with other endowment funds held by the Foundation. At all times, the Fund shall be separately accounted for in the Foundation's books and records.
7. **Administration of the Fund:** The Fund is to be administered in accordance with the policies and procedures of the Foundation.
8. **Endowment Fee:** To defray its expenses related to the holding, safeguarding, investing, and maintaining of the assets in the Fund and with respect to the monitoring and disbursement of the Payout, the Foundation will charge an administrative service fee in accordance with the policy established by the Foundation's Board of Governors.
9. **Reporting:** Reports on performance of the Fund and use of the proceeds shall be provided annually to the Donors.
10. **Contingent Use of the Fund:** Should it become clear in future years that the above-stated Purpose of the Fund is no longer necessary, practical, desirable or possible to perform, the Foundation's Board of Governors, after consultation with the Donors shall designate the Fund for a substitute purpose that is reasonably consistent with and similar to the original intention of the Donors at the time this Agreement was executed.
11. **Announcement of the Fund:** To honor the Donor(s), and to express the appreciation of SAUF, internal and external publicity will be made with permission of the Donors. Publicity may include announcement of the fund, amount, and pertinent details.
12. **Modification of Agreement:** The terms and conditions of this Agreement may not be orally amended, modified, or altered, but may be amended, modified, or altered only in writing and signed by the Donors and the Foundation.
13. **Representatives and Successors Bound:** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their lawful successors.

By: _____

Date: _____

By: _____

Date: _____

Macy Braswell
Executive Director, SAU Foundation