

ENDOWMENT AGREEMENT

This agreement entered into as of the effective date of the last signature below, between and Texas Southern University establishes
the . I, , hereby
the
Donor Commitment
The will be funded with an initial gift of initial gift.
This endowment account is established with and consists of money irrevocably given to Texas Southern University by for an endowment in the sum of \$ Texas Southern University will, subject to the availability of funds, match the \$ from the Office of Civil Rights (OCR) Endowed Scholarship Matching Fund for a final endowment value of \$
<u>Purpose</u>
Funding will be used to establish a scholarship program that will strengthen the academic environment at the institution, improve the institution's image and attract academically prepared and talented students to Texas Southern University.
Additional Gifts
The Donors reserve the right to increase the Endowment Fund through additional gifts and hereby consent to additional contributions to the Endowment Fund by any 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.
 Initial

Endowment

In consideration of said gift, Texas Southern University shall immediately create the
distributed from the endowment shall be used to fund the
, and scholarships shall be awarded to students meeting the following criteria:
1. The recipient must be in good standing with the University.
 Must be enrolled full-time, either as undergraduate or graduate student. Have a cumulative grade point average of or above.
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Scholarships will be awarded by the selection committee established by the Division of Development and/or the appropriate college/school dean.
DONOR INFORMATION
Donor Name(s):
Address:
City, State, Zip Code:
Email:
Telephone:
Contact Name and Title:
Telephone:
Email:
Alternate Contact Designate if Contact is not able to Serve:
Alternate Contact Name and Title:
Telephone:
Email:
State relationship to the University or relationship to the name/purpose of the Endowment:
Donor or such other person(s) as Donor may designate by written notice to Texas Southern University will serve as the contact person for this Endowment

ADMINISTRATION

In accordance with the Endowment Policy, any annual distribution(s) will be calculated by the Treasury Department and disbursed to the school/college spending accounts. The awarding of scholarships will be done by the school/college. If it is determined by the President of Texas Southern University that any portion of earned income is not spent for the designated purpose within a reasonable timeframe after a fiscal year, it must be returned to principal.

Texas Southern University shall invest and manage the fund consistent with guidelines outlined by its Board of Regents; endowed funds will be pooled for investment purposes. As authorized by the Board of Regents, the University will annually assess a reasonable fee against the assets of the endowed fund to offset expenses associated with gift acquisition and fundraising at the University.

These funds and all future additions to the endowment, made by us or others, including the Board of Regents or Texas Southern University administration, shall be subject to the provisions of this instrument, the stated purposes and shall be classified as permanent endowment funds. If in the opinion of the Board of Regents of Texas Southern University, future circumstances change so that the purposes for which the endowment is established no longer exist, become illegal, impracticable, or are no longer able to be carried out to meet the needs of Texas Southern University, said Board of Regents and the President reserve the right to and may designate an alternative use for the endowment payout to further the objective of Texas Southern University, in the spirit of and close to my original purpose/intent. Whenever possible, Texas Southern University shall discuss with us before any alternative use of the endowment payout.

Said endowment shall never become a part of the Permanent University Fund, the Available University Fund or the General Fund of the State of Texas and shall never be subject to appropriation by the legislature of the State of Texas

INVESTMENT, PAYOUT, REINVESTMENT AND MANAGEMENT

Texas Southern University will invest and manage the endowment consistent with the policies and/or guidelines as outlined by its Board of Regents. This endowment may be merged or commingled with other funds held by the Board of Regents of Texas Southern University for investment purposes in accordance with the policies of Texas Southern University. Funds distributed from the endowment in a year may be retained and expended for the purposes of the endowment in subsequent years, or may be reinvested, at the discretion of the Board of Regents or Texas Southern University administration, as a permanent addition to the principal of the endowment. Said endowment shall be managed in accordance with applicable law, the provisions of this Agreement and Texas Southern University policies/guidelines for endowments. Texas Southern University will provide an annual report to Donor outlining the distribution and management of the endowment.

Initial

TAX RESPONSIBILITY

Donors agree and acknowledge all responsibility for any taxation treatment with respect to this endowment. Texas Southern University shall not be responsible for any tax issue(s) or decision(s) associated with this agreement.

DISPUTE RESOLUTION

In the event of a dispute arising out of or in relation to the terms of this Agreement, representatives of Donor and Texas Southern University shall meet and endeavor to settle the dispute in an amicable manner through mutual consultation. If, after good faith efforts have been made to resolve any dispute(s), such persons are unable to resolve the dispute(s) in a satisfactory manner within thirty (30) days, the parties may seek other remedies.

This agreement is executed and noted by signatures of duly authorized officers/persons listed below:

Names of Donor	
Date	
Name of Donor(s)	Date
John Pittman, Interim Chief Financial Officer	
Date	
Texas Southern University	
1 chair southern chirterery	
Charlie Coleman, III, J.D., MBA	Date
Associate Vice President of Development	
Texas Southern University	

cc: Office of the Treasurer, Texas Southern University Office of Development, Texas Southern University

Endowed Scholarship

PAYMENT SCHEDULE

(Maximum time period 5 years)

To fulfill the commitment of \$, which is the remaining balance of the above Endowed Scholarship, there will be additional payments as follows:				
Year 1	Gift Amount \$ (Initial Gift Amount goes here)			
Year 2	Gift Amount \$			
Year 3	Gift Amount \$			
Year 4	Gift Amount \$			
Year 5	Gift Amount \$			
Donors		Date		
Accepted by:				
Name	Title	Date		