

## Agreement to Endow The XXXX Scholarship Fund

- I. INTRODUCTION: The purpose of this agreement is to summarize the mutual understanding of XXX (Donor) and the Gaston College Foundation (GCF), regarding the gift described herein. This Agreement will be included in GCF's records and is intended as a guide to those who will administer the fund in the future.
- II. NAME AND PURPOSE: The name of this endowed fund shall be *The XXX Endowed Scholarship* (Fund). The purpose of this endowment shall be to provide financial assistance for a promising student seeking higher education who has the ability, but not the financial resources to attend college. (This section may be personalized.)
- III. DONOR: (Information about the donor (either personal or corporate) is completed here with the intention that it will be shared with scholarship or other fund recipients.)
- IV. SCHOLARSHIP REQUIREMENTS & SELECTION: (May include but is not limited to the following)
  - a. Scholarships distributed from this Fund may only be awarded to Gaston County residents who have a demonstrated financial need, have been enrolled in Gaston College for a minimum of 24 credit hours if a full-time student, or 12 hours if a part-time student, and have achieved a GPA of 2.5.
  - b. Applicants must satisfy all Gaston College admissions requirements including any required placement tests for their program of study.
  - c. The timeframe and process for applications is determined by the Office of the Vice President of Student Services and Enrollment Management of Gaston College.
  - d. In consultation with the Office of the Vice President of Student Services and Enrollment Management, the Gaston College Scholarship Selection Committee, or its designee, is charged with vetting scholarship applicants.
  - e. Scholarships awarded from the Fund may not be paid directly to recipients but may be used to reimburse Gaston College for educational expenses including, but not limited to, tuition, fees or books.

## V. FUNDING:

- a. The minimum principal endowment amount of \$10,000.00 will be contributed to GCF, a North Carolina not for profit charitable and educational foundation, for the stated purpose above, within three years of the execution of this agreement.
- b. In the event that funding does not reach the stated minimum requirement to establish an endowed fund, then the fund may be terminated and the fund balance and any unspent earnings may be transferred to an expendable fund and used for a purpose as closely related to the original purpose as possible, keeping in mind the original intent of the donor.
- c. Additional contributions may be made to this fund by all interested individuals or organizations.
- VI. INVESTMENT: This endowment will be subject to general guidelines and policies adopted by the GCF Board of Directors for the management of endowed funds, including combining it with other GCF assets for investment purposes.
- VII. DISTRIBUTION FOR EXPENDITURE: An annual distribution for expenditure will be made in accordance with GCF endowment spending policy. Income available for disbursement is determined by a total return calculation. Specifically, the fair market value of the Endowment's five previous fiscal years end (as adjusted for additions and withdrawals) is determined. Then a five year average is calculated. The generally accepted spending policy is a maximum of 5%. The GCF Board of Directors by two-thirds vote may amend the stated spending policy to meet the prudent needs of the College.

The Donor wishes that one scholarship be awarded from this endowment annually. The amount to be distributed annually should be no more than \$1,000.00 and no less than \$250.00 as earnings allow.

VIII. FUTURE CONSIDERATIONS: It is the wish of the donor for the Fund to exist in perpetuity. The GCF Board of Directors shall have the authority to make changes in these guidelines which are necessary to ensure fulfillment of the above-stated Fund purpose. In the event the above purpose becomes unreasonable, burdensome, or cannot otherwise be accomplished, distributions may be made available as specified by the GCF Board of Directors in consultation with the Gaston College President for uses that meet the greatest need of the College and are most consistent with the stated purpose.

## IX. RECOGNITION:

a. The Donor will be recognized, commensurate with giving level, in GCF giving societies.

- b. In recognition for this gift, GCF agrees to provide an annual endowment report on the Fund if requested, and will alert recipients of Fund scholarships of the funding source.
- c. The Donor agrees to allow GCF to publish their names in various publications and press releases as mutually agreed upon.

## X. MISCELLANEOUS:

- a. Except as otherwise provided, this Agreement shall be irrevocable.
- b. GCF represents that it is qualified as a charitable and educational organization for which the Donor is/will be entitled to charitable contribution tax deductions. The Donor acknowledges that they are personally responsible for consultation, at their own expense, with financial or legal advisors regarding such issues.
- c. The effective date of this agreement shall be the date it is fully executed.

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Approved	

Donor Representative Name	Donor Representative Signature	Date
Gaston College President Name	Gaston College President Signature	Date
GCF Executive Director Name	GCF Executive Director Signature	Date