

State Capitol – 600 E Boulevard Ave – Dept. 215 Bismarck ND 58505-0230

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#### North Dakota Higher Education Challenge Fund Committee Meeting Notice and Agenda

December 19, 2019

The North Dakota Higher Education Challenge Fund Committee will meet on Thursday, December 19, 2019, at 3:00 p.m. CST., via conference call. The meeting will originate from the Bismarck State College NECE Room 335.

#### Call to Order

- 1. Roll Call Ms. Hetzler
- 2. Approval of Agenda Lt. Governor
- 3. Approval of September 24, 2019 Meeting Minutes Lt. Governor pg. 3
- 4. Fund Update Ms. Schock pg. 8

#### **Regular Funding Application Approvals**

- 5. BSC
- a) BSC Foundation Endowment for Scholarships Application pg. 9
- 6. DSU
- a) Summary of Grant Request *Information Only* pg. 20
- b) School of Business & Entrepreneurship (SOBE) Endowed Chair Application (Scope Approved 09/24/2019) pg. 21
- c) Cornerstone Traditions Campaign Application pg. 24
- d) College on the Hill Endowment Application pg. 72
- 7. MiSU
- a) Educational Infrastructure Scope Application pg. 80
- b) Endowed Academic Scholarship Campaign Application pg. 81
- c) Scholarship Endowment 2 Application pg. 85
- d) Scholarship Endowment 3 Application pg. 90
- e) Scholarship Endowment 4 Application pg. 95
- 8. NDSU
- a) Summary of Applications and Cash Flow *Informational Only* pg. 103
- b) Family Scholarship 11398 Application pg. 106
- c) Scholarship Endowment 20399 Application pg. 112
- d) Scholarship Endowment 20443 Application pg. 118
- e) Math Scholarship Endowment 20480 Application pg. 124
- f) Endowed Scholarship for Architecture 20581 Application pg. 129
- g) Leadership Scholarship Endowment 20601 Application pg. 137
- h) Family Endowment 20666 Application pg. 143
- i) Brothers Engineering Scholarship 20667 Application pg. 151
- j) Endowed Scholarship 20710 Application pg. 160
- k) Landscape Architecture Endowment 20751 Application pg. 167
- 1) Design-Build Scholarship 20762 Application pg. 175
- m) Endowed Scholarship 20774 Application pg. 181

- n) Scholarship 20776 Application pg. 188
- o) Scholarship in Architecture 20777 Application pg. 196
- p) Family Architecture Scholarship Endowment 20778 Application pg. 202
- q) Endowed Scholarship 20780 Application pg. 209
- r) Mechanical Engineering Endowed Scholarship 20782 Application pg. 216
- s) Engineering Scholarship Endowment 20783 Application pg. 223

#### 9. UND

- a) Scholarship Endowment Academic Affairs 56968 Application pg. 229
- b) Scholarship Endowment Academic Affairs 56969 Application pg. 234
- c) Scholarship Endowment Accounting 56957 Application pg. 245
- d) Scholarship Endowment Accounting 56964 Application pg. 250
- e) Scholarship Endowment Accounting 56990 Application pg. 255
- f) Scholarship Endowment College of Arts & Sciences 56999 Application pg. 261
- g) Scholarship Endowment Aviation 56995 Application pg. 265
- h) Scholarship Endowment Aviation 56996 Application pg. 274
- i) Scholarship Endowment Aviation 56970 Application pg. 279
- j) Scholarship Endowment Aviation 56971 Application pg. 284
- k) Scholarship Endowment Aviation 56991 Application pg. 290
- 1) Colo de colore Francisco de la Colore Francisco de la colore de la
- I) Scholarship Endowment Biology 56997 Application pg. 299
- m) Scholarship Endowment College of Education and Human Development 56961 Application pg. 311
- n) Scholarship Endowment Chemical Engineering 56950 Application pg. 316
- o) Scholarship Endowment Chemical Engineering 56985 Application pg. 320
- p) Scholarship Endowment College of Arts & Sciences 56951 Application pg. 325
- q) Scholarship Agreement College of Arts & Sciences 56952 Application pg. 332
- r) Scholarship Endowment College of Arts & Sciences 56978 Application pg. 337
- s) Scholarship Endowment College of Arts & Sciences 56989 Application pg. 342
- t) Scholarship Endowment College of Engineering and Mines 56981Application pg. 351
- u) Scholarship Endowment College of Engineering and Minds 56986 Application pg. 356
- v) Scholarship Endowment College of Education and Human Development 56998 Application pg. 361
- w) Scholarship Endowment Electrical Engineering 56954 Application pg. 365
- x) Scholarship Endowment Electrical Engineering 56973 Application pg. 370
- y) Scholarship Endowment Engineering 56967 Application pg. 375
- z) Scholarship Endowment Entrepreneurship 57007 Application pg. 379
- aa) Scholarship Endowment Honors 56962 Application pg. 392
- bb) Scholarship Endowment Honors 56984 Application pg. 397
- cc) Scholarship Endowment Mechanical Engineering 56974 Application pg. 401
- dd) Scholarship Endowment Mechanical Engineering 56979 Application pg. 406
- ee) Scholarship Endowment Nursing 56972 Application pg. 411
- ff) Scholarship Endowment STEM 56963 Application pg. 417

#### 10. UND School of Law

- a) School of Law Endowment 57070 Scope Application pg. 422
- b) School of Law Endowment 57000 Application pg. 423
- c) School of Law Endowment 57001 Application pg. 432
- d) School of Law Endowment 57002 Application pg. 437

#### 11. Open Discussion

#### Adjourn

#### Future Meeting Dates/Times:

Tuesday, March 24, 2020 at 3:00 pm CDT Tuesday, June 23, 2020 at 3:00 pm CDT Tuesday, September 22, 2020 at 3:00 pm CDT Tuesday, December 15, 2020 at 3:00 pm CST

#### DRAFT

#### North Dakota Higher Education Challenge Fund Committee Meeting Minutes

September 24, 2019

The North Dakota Higher Education Challenge Fund Committee met on Tuesday, September 24, 2019, at 3:00 p.m. CDT., via conference originating from Bismarck State College, NECE, Room 335, Bismarck, ND 58501.

Committee Chair Lieutenant Governor Sanford called the meeting to order at 3:00 p.m. CT.

#### 1. Roll Call

#### Committee Members Present:

Lieutenant Governor Brent Sanford (Chair)

Senator John Grabinger

Senator Karen Krebsbach

Representative Jim Schmidt

Representative Bob Martinson

Ms. Kathleen Neset

Mr. Nick Hacker

Ms. Taya Spelhaug

#### Institutions and/or Foundation Representatives:

President Skogen and Ms. Knudson - BSC

President Mitzel and President Mitzel - DSU

President Darling, Ms. Nord - LRSC

President Shirley and Mr. Hedberg - MiSU

Dean Migler and Mr. Stevens - DCB

Ms. Nelson – NDSCS

Mr. Glover - NDSU

Mr. Larry Robinson - VCSU

Mr. Olson – WSC

President Van Horn, Ms. Beth Swenson and Mr. Andrew Workin - MaSU

Ms. Carlson Zink - UND

#### Others Participating

Chancellor Hagerott, NDUS

Mr. Dave Krebsbach, NDUS

Ms. Patty Schock, NDUS

Ms. Kristie Hetzler, NDUS

Mr. Eric Olson, AG Office

#### 2. Agenda

Neset moved, Grabinger seconded, to approve the agenda.

Approved by consensus.

#### 3. Meeting Minutes

Grabinger moved, Hacker seconded, to approve the June 6, 2019, meeting minutes.

Approved by consensus.

#### 4. New Committee Member

Lietenant Governor welcomed Ms. Taya Spelhaug as the new committee member.

#### 5. 2019-2021 Appropriation by Campus

Ms. Schock reviewed the 2019-2021 campus appropriations.

#### 6. NDCC § 15-10-53 Athletics Exclusion

Ms. Schock reviewed athletics exclusion listed in North Dakota Century Code § 15-10-53. Ms Schock requested clarification from the committee on this exclusion. After discussion, the consensus was that if the eligibility criteria specifically requires the scholarship to go to an athlete then this would not currently be allowed. However, if it was preference given then this was allowable as it did not restrict the award only to athletics.

#### **Regular Funding Application Approvals**

- 7. BSC
  - a) Foundation Endowment for Scholarships Application

Neset moved, Hacker seconded, to approve BSC application request, item 7a.

Hacker, Grabinger, Neset, Martinson, Schmidt, Spelhaug, Krebsbach and Lt. Governor Sanford voted yes.

#### 8. DSU

a) School of Business & Entrepreneurship (SOBE) Endowed Chair Scope

Grabinger moved, Neset seconded, to approve DSU scope request, item 8a.

Neset, Martinson, Hacker, Grabinger, Schmidt, Spelhaug, Krebsbach and Lt. Governor Sanford voted yes.

- b) Cornerstone Traditions Campaign Application
- c) College on the Hill Endowment Application

Hacker moved, Krebsbach seconded, to approve DSU application requests, item 8b and 8c.

Hacker, Spelhaug, Neset, Grabinger, Krebsbach, Schmidt, Martinson and Lt. Governor Sanford voted yes.

#### 9. LRSC

- a) Educational Infrastructure Scope
- b) Endowments for Program Support Scope

Hacker moved, Krebsbach seconded, to approve LRSC scope requests, items 9a and b.

Grabinger, Schmidt, Spelhaug, Neset, Martinson, Hacker, Krebsbach and Lt. Governor Sanford voted yes.

#### 10. MaSU

- a) Annual Scholarship for Academic Excellence Application
- b) Endowment for Academic Excellence Application

Neset moved, Hacker seconded, to approve MaSU application requests, items 10a and b.

Krebsbach, Hacker, Grabinger, Neset, Schmidt, Spelhaug, Martinson, and Lt. Governor Sanford voted yes.

#### 11. MiSU

a) Endowment - 1 Scope

Krebsbach moved, Hacker seconded, to approve MiSU scope request, item 11a.

Krebsbach, Hacker, Spelhaug, Grabinger, Neset, and Lt. Governor Sanford voted yes. Martinson and Schmidt voted no.

- b) Endowment 1 Application
- c) Endowed Academic Scholarship Campaign Application

Neset moved, Spelhaug seconded, to approve MiSU application requests, items 11b and c.

Spelhaug, Grabinger, Neset, Krebsbach, Hacker, and Lt. Governor Sanford voted yes. Martinson and Schmidt voted no.

d) Scholarship Endowment - 1 Application

Krebsbach moved, Hacker seconded, to approve MiSU application request, item 11d.

Krebsbach, Hacker, Spelhaug, Grabinger, Neset, Martinson, Schmidt, and Lt. Governor Sanford voted yes.

#### 12. NDSCS

a) William F. Rothwell Center for Science Endowment Scope

Martinson moved, Schmidt seconded, to approve NDSCS scope request, item 12a.

Neset, Krebsbach, Hacker, Schmidt, Spelhaug, Grabinger, Martinson, and Lt. Governor Sanford voted yes.

- b) William F. Rothwell Center for Science Endowment Application
- c) Roger & Donna Hentges Endowed Scholarship Application
- d) Jeff and Maxine Leinen Family Endowment Scholarship
- e) Mark Yaggie Endowment Scholarship

Hacker moved, Schmidt seconded, to approve NDSCS application requests, items 12b - e.

Martinson, Spelhaug, Schmidt, Grabinger, Neset, Krebsbach, Hacker, and Lt. Governor

Sanford voted yes.

#### 13. NDSU

- a) Summary of Applications Informational Only
- b) Endowed Chair of Potato Pathology 40312 Scope

Neset moved, Schmidt seconded, to approve NDSU scope request, item 13b.

Neset, Krebsbach, Hacker, Schmidt, Spelhaug, Grabinger, Martinson, and Lt. Governor Sanford voted yes.

- c) Endowed Chair of Potato Pathology 40312 Application
- d) Scholarship 11393 Application
- e) Scholarship 11394 Application
- f) Scholarship 11395 Application
- g) Graduate Fellowship 20234 Application
- h) Construction Management and Engineering Endowment 20312 Application
- i) Scholarship Endowment 20434 Application
- j) Family Scholarship Endowment 20477 Application
- k) History Scholarship 20526 Application
- I) Scholarship Endowment 20552 Application
- m) Animal Sciences Scholarship 20647 Application
- n) Scholarship 20738 Application
- o) Scholarship 20749 Application
- p) Endowed Scholarship 20750 Application
- q) Family Scholarship in Agriculture 20754 Application
- r) Scholarship 20755 Application
- s) Endowed Scholarship 20757 Application
- t) Scholarship 20759s Application
- u) Public Health Scholarship Endowment 20765 Application
- v) Graduate Fellowship 30517 Application
- w) Agribusiness and Applied Economics Scholarship 40203 Application

Martinson moved, Spelhaug seconded, to approve NDSU application requests, items 113c - w.

Neset, Krebsbach, Hacker, Schmidt, Spelhaug, Grabinger, Martinson, and Lt. Governor Sanford voted yes.

#### 14. UND

- a) Academic Affairs Scholarship Endowment Application
- b) College of Arts and Sciences Scholarship Endowment Application
- c) College of Nursing Scholarship Endowment Application
- d) School of Aerospace Sciences (Odegaard) Scholarship Endowment Application
- e) School of Aerospace Sciences Scholarship Endowment Application

Neset moved, Grabinger seconded, to approve UND application requests, items 14a - e.

Krebsbach, Hacker, Spelhaug, Grabinger, Neset, Martinson, Schmidt, and Lt. Governor

Sanford voted yes.

#### 15. Open Discussion

The committee further discussed the athletic exclusion and whether legislative change to century code may be needed on that item. It was determined to follow the conclusion of the previous discussion at this time.

The meeting adjourned at 4:05 a.m. CT.

#### Informational:

N.D.C.C. § 15-10-48 Through 15-10-53 and Rules of Operation and Procedures

# ND Higher Education Challenge Grant Fund Balances Remaining

			Regular Fund	ing		
	Total Available	Awarded	Pending	Remaining		
	per HB1003	9/24/2019	12/19/2019	Available		
BSC	950,000	98,860	132,300	718,840		
DCB	350,000	-	-	350,000		
DSU	700,000	305,920	389,080	5,000		
LRSC	350,000	ı	-	350,000		
MaSU	700,000	72,887	-	627,113		
MiSU	950,000	147,140	178,000	624,860		
NDSCS	950,000	177,500	-	772,500		
NDSU	1,700,000	748,238	594,343	357,419		
UND	1,700,000	135,000	1,164,652	400,348		
VCSU	700,000	ı	-	700,000		
WSC	350,000	-	-	350,000		
UND School of Law	250,000	-	100,244	149,756		
	9,650,000	1,685,545	2,558,619	5,405,836		



## ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University									
11/27/2019	Bismai	ismarck State College								
Name of Contact			Daytime Teleph	one Number	Email Address					
Larry Skogen			701-224-5431		Larry.Skogen@bismarckstate.edu					
Name of Project										
Bismarck State C	ollege F	oundatio	n Endowment f	or Scholarships						
Description of Proje		1984 1997 5	29.10 A 42 A	SI 20109 S85						
Increase the Bismarch donors for named sch offered as well as the	olarship f	unds as wel	I as the general sch	nolarship pool by se nolarship fund. The	eking contributions and commitments from goal is to increase the number of scholarships					
Briefly explain how t										
reward for their hard w credit hours and good	vork and g grades to ider giving	good grades o remain elic	s in high school or to gible for scholarship	heir freshman year o funding. The stud	of tuition by twenty-five percent or more. It is a at BSC. Students are encouraged to maintain ent will feel a lasting connection to BSC and will permanent source of funding for future					
Project is advancing										
Research 🗸	Schola	rships	Technology	Endowed Ch	nair(s) Educational Infrastructure					
Total Project Amoun	nt		Total Private/No							
\$396,900.00			\$264,600.0	00						
^			Pledge Amount	000 884	Cash Amount					
			\$227,500.	00	\$37,100.00					
State Grant Reques			Other Sources (i	f applicable)						
\$132,300.00	)									
			f a pledge, please	e provide a detaile	ed cash flow schedule.					
Schedule Att	ache	d								
Please provide docu	support port			dacted at the requ	uest of anonymous donors)					
Date of Committee I	Review				Budget Section Approval Required Yes No					
Date Scope Approve	ed	Date Sco	pe Denied		Date of Budget Section Approval Granted					

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

#### **BISMARCK STATE COLLEGE** CHALLENGE FUND APPLICATION **NOVEMBER 2019**

PL	E	DO	3E	S
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\$ 50,000.00 Pledge #1 \$ 25,000.00 Pledge #2 Pledge #3 \$ 150,000.00 2,500.00 \$ 227,500.00 Pledge #4

**Cash Donations** \$ 37,100.00

\$ 264,600.00 TOTAL

## BISMARCK STATE COLLEGE CASH DONATIONS

Date		Amount	Donor ID
10/4/2019	\$	5,000.00	44152
10/20/2019	\$	300.00	44186
10/20/2019	\$	300.00	44187
10/21/2019	\$	300.00	44184
10/21/2019	\$	1,000.00	44185
10/22/2019	\$	1,000.00	44183
10/25/2019	\$	500.00	21916
10/28/2019	\$	300.00	44199
10/31/2019	\$	300.00	44198
10/25/2019	\$	17,000.00	4485
11/7/2019	\$	5,000.00	2195
11/8/2019	\$ \$ \$	5,000.00	30219
11/22/2019	\$	100.00	44208
11/22/2019	\$	1,000.00	32128
TOTAL	\$	37,100.00	



#### SCHOLARSHIP FUND

#### PERMANENT ENDOWMENT AGREEMENT

The Bismarck State College Foundation is duly incorporated as a nonprofit corporation under the laws of the State of North Dakota to be operated exclusively for charitable, religious, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including, but not limited to, the managing of endowment assets for the benefit of Bismarck State College, and is authorized to receive gifts and bequests, and to make contracts of investment, sales and disposition.

This permanent endowment agreement is between
, and the Bismarck State College Foundation (Foundation), 1255 Schafer
Street, PO Box 5587, Bismarck, North Dakota (tax ID
The name of this endowment shall be the Scholarship Endowment
Fund. This endowment is established with a direct gift from the Donor to the Foundation. The direct gift
hereby made is declared to be irrevocable for the purpose of establishing an endowment. The Donor or any
other persons may, at any time, either with a direct or deferred gift arrangement, make additional
contributions to the Foundation to be added to the Scholarship Endowment
Fund. The assets of this endowment shall be held in perpetuity by the Foundation.

Distribution will commence when the fund reaches \$25,000 in contributions/earnings. A distribution from this fund shall be made for the purpose of supporting scholarships per the e stablished guidelines.

Distributions will be made at the discretion of the Foundation Board of Trustees and shall be for purposes identified in this Agreement. Such purposes shall fall within the funding purposes identified in the Bylaws of the Foundation. If the purposes identified in this Agreement no longer exist, the Foundation Board of Trustees shall first work with the Donor to establish a new purpose. If the Donor is not living or capable of making a change of purpose, the Foundation Board of Trustees shall endeavor to distribute funds at the annual distribution rate for a purpose that is as close as possible to the original purpose of the endowment.

No part of the corpus or net income of this endowment shall be diverted from exclusively educational purposes. It is specifically agreed that any endowment losses must be applied against the value of this endowment and not against the net unrestricted assets of the Foundation. It is the intention of this Agreement that the gifted funds shall be managed as an endowment fund subject to the *North Dakota Uniform Prudent Management of Institutional Funds Act* and/or any amendments. The Foundation hereby agrees to faithfully administer this endowment in accordance with the terms and provisions of this Agreement. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Dakota.

. . .

1 pledge to the Bismarck State College Foundation a gift of \$50,000 paid in full over two installments of \$25,000 in the year 2020 and \$25,000 in 2021. Funds received by the BSC Foundation should be designated to the Scholarship Endowment Fund.

Please make checks payable to Bismarck State College Foundation. PO Box 5587, Bismarck, ND 58506-5587

Name(s)			
Address			
City		State	Zip
Home Phone	Cell Phone	E-ma	iil address
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Donor	1.0	D	ate
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Cory Wrolstad, Development BISMARCK STATE COLLE	Manager		Pate



#### CHOLARSHIP FUND

#### PERMANENT ENDOWMENT AGREEMENT

The Bismarck State College Foundation is duly incorporated as a nonprofit corporation under the laws of the State of North Dakota to be operated exclusively for charitable, religious, and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, including, but not limited to, the managing of endowment assets for the benefit of Bismarck State College, and is authorized to receive gifts and bequests, and to make contracts of investment, sales and disposition.

This permanent endowment agreement is between (Donor) of and the Bismarck State College Foundation (Foundation), 1255 Schafer Street, PO Box 5587, Bismarck, North Dakota (tax ID#

The name of this endowment shall be the Cholarship Endowment Fund. This endowment is established with a direct gift from the Donor to the Foundation. The direct gift hereby made is declared to be irrevocable for the purpose of establishing an endowment. The Donor or any other persons may, at any time, either with a direct or deferred gift arrangement, make additional contributions to the Foundation to be added to the Scholarship Endowment Fund. The assets of this endowment shall be held in perpetuity by the Foundation.

Distribution will commence when the fund reaches \$25,000 in contributions/earnings. A distribution from this fund shall be made for the purpose of supporting scholarships per the established guidelines.

Distributions will be made at the discretion of the Foundation Board of Trustees and shall be for purposes identified in this Agreement. Such purposes shall fall within the funding purposes identified in the Bylaws of the Foundation. If the purposes identified in this Agreement no longer exist, the Foundation Board of Trustees shall first work with the Donor to establish a new purpose. If the Donor is not living or capable of making a change of purpose, the Foundation Board of Trustees shall endeavor to distribute funds at the annual distribution rate for a purpose that is as close as possible to the original purpose of the endowment.

No part of the corpus or net income of this endowment shall be diverted from exclusively educational purposes. It is specifically agreed that any endowment losses must be applied against the value of this endowment and not against the net unrestricted assets of the Foundation. It is the intention of this Agreement that the gifted funds shall be managed as an endowment fund subject to the *North Dakota Uniform Prudent Management of Institutional Funds Act* and/or any amendments. The Foundation hereby agrees to faithfully administer this endowment in accordance with the terms and provisions of this Agreement. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Dakota.

. . .

We pledge to the Bismarck State College Foundation a gift of \$25,000 paid over 5 years, including a payment of \$5,000 in September 2019. Funds, including matching funds, received by the BSC Foundation should be designated to the Scholarship Endowment Fund.

Please make checks payable to Bismarck State College Foundation. PO Box 5587, Bismarck, ND 58506-5587

Na me(s)		
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s, Donor	Date	1.1
Kan Kundan	10-	23-19
Kari Knudson, Executive Director	Date	



### SCHOLARSHIP FUND

#### PERMANENT ENDOWMENT AGREEMENT

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**3cholarship Endowment Fund.** The assets of this endowment shall be held in perpetuity by the Foundation.

Distribution will commence when the fund reaches \$25,000 in contributions/earnings. A distribution from this fund shall be made for the purpose of supporting scholarships per the established guidelines.

Distributions will be made at the discretion of the Foundation Board of Trustees and shall be for purposes identified in this Agreement. Such purposes shall fall within the funding purposes identified in the Bylaws of the Foundation. If the purposes identified in this Agreement no longer exist, the Foundation Board of Trustees shall first work with the Donor to establish a new purpose. If the Donor is not living or capable of making a change of purpose, the

Foundation Board of Trustees shall endeavor to distribute funds at the annual distribution rate for a purpose that is as close as possible to the original purpose of the endowment.

No part of the corpus or net income of this endowment shall be diverted from exclusively educational purposes. It is specifically agreed that any endowment losses must be applied against the value of this endowment and not against the net unrestricted assets of the Foundation. It is the intention of this Agreement that the gifted funds shall be managed as an endowment fund subject to the *North Dakota Uniform Prudent Management of Institutional Funds Act* and/or any amendments. The Foundation hereby agrees to faithfully administer this endowment in accordance with the terms and provisions of this Agreement. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of North Dakota.

. . .

We pledge to the Bismarck State College Foundation a gift of \$150,000 over 3 years. Funds received by the BSC Foundation will be designated to the Scholarship Endowment Fund.

Please make checks payable to **Bismarck State College Foundation**. PO Box 5587, Bismarck, ND 58506-5587

Donor	Date
Felephone -	
	10:01-19
, Donor	Date
Kan Knudson	10-28-19





## FOUNDATION

### Investing in Education

Your donation will change a life and enrich our community for generations to come!

COMPANY NAME:			
ADDRESS:	<del></del>		
CITY:		STATE:	ZIP.
CONTACT:			
EMAIL:			
PH' :			
would	like to give at the following level:  Honor's Club		everse
	President's Club	\$ 1,000+	
	Executive Club	\$ 500	
		\$ 250	
	Other	\$	
	Please make check payable to the BS www.bismarckstate.edu/foundation. to make a donation with	C Foundation. Online contribution Click on Support BSC Students are a credit card or an electronic check	nd Give Today!
	ledge \$2500.00 to be paid ov		
: case	bill me Quayferly	Semi-Annually X Annua	ally
Signature	— — — — — — — — — — — — — — — — — — —	Date: Septemb	420,2019
Scholarship I I would like th Yes \( \subseteq \)	Endowment Information: he BSC Foundation to contact me o 🔀	about funding a scholarship en	ndowment.

1255 Schafer Street \* P.O. Box 5587 \* Bismarck, ND 58506-5587 Phone (701) 224-5700 \* www.bismarckstate.edu/foundation

### BISMARCK STATE COLLEGE PLEDGE CASH FLOW SCHEDULE

	 2019	2020	2021	2022	2023	2024	2025	TOTAL
Pledge 1	\$ -	\$ 25,000	\$ 25,000	\$	\$	\$ 2 <del>=</del> .2	\$ -	\$ 50,000
Pledge 2	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$	\$ -	\$ 25,000
Pledge 3	\$ =	\$ 50,000	\$ 50,000	\$ 50,000	\$ €	\$ ( <del>-</del> 0)	\$ _	\$ 150,000
Pledge 4	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ -	\$ +	\$ 2,500
TOTAL	\$ 5,500	\$ 80,500	\$ 80,500	\$ 55,500	\$ 5,500	\$ ,9 <b>9</b> 00	\$ -	\$ 227,500

	Date	e Traditions Sch Total Private			November	
	9/18/2019		Paid Private	8-111000		Total Amoun
		7-0,000.00		\$10,000.0	7-1000.0	\$15,000.0
	0,00,201.	7.7000.00		7 0,000.0	\$3,750.0	
	7/31/2019		70.00	7-7000.0	0 \$1,250.0	
	10/10/2019	7 5)230.00		1 - /		
	HARRY TO SERVICE STATE OF THE	1-7.00.00			\$1,200.00	
	-7-7-013	7-0,000.00		\$30,000.0		75,000.00
		\$500.00	\$500.00		\$250.00	1 .0,000.00
	-27-7/2013	+==,000.00		\$10,000.00		7,30.00
	-720/2013	7-7000.00	\$5,000.00		\$2,500.00	. ,
	8/10/2019	75), 30.00		\$3,750.00		
	9/1/2019	7 02) 122.73	\$62,421.43		\$31,210.72	
	11/20/2019	\$20,000.00		\$20,000.00	\$10,000.00	, , , , , , , , , , , ,
	11/20/2019	\$20,000.00		\$20,000.00	1 1 0 0	17-00.00
	11/7/2019	\$5,000.00	\$5,000.00	,	\$2,500.00	7.000
	11/25/2019	\$7,500.00	\$1,500.00	\$6,000.00		\$7,500.00
	10/25/2019	\$2,679.00	\$2,679.00	7 0,000.00	\$1,339.50	
	10/15/2019	\$2,000.00	\$2,000.00		THE RESERVE TO SERVE THE PARTY OF THE PARTY	\$4,018.50
	11/21/2019	\$5,000.00		\$5,000.00	\$1,000.00	\$3,000.00
	10/16/2019	\$2,500.00	\$2,500.00	\$3,000.00		\$7,500.00
	11/21/2019	\$3,500.00	1 - 7 - 0 - 10 - 1	\$3,500.00	\$1,250.00	\$3,750.00
	11/25/2019	\$5,000.00		\$5,000.00	\$1,750.00	\$5,250.00
TOTALS		A STATE OF THE PARTY OF THE PAR	\$87,250.43	\$126,250.00	\$2,500.00	\$7,500.00
	College on the	Hill Scholarshi	OS	7120,230.00	\$106,750.22	\$320,250.65
A WARRING	Date -	Total Amount   P		Pledge		
	10/10/2019	The state of the s	\$18,659.57	reuge	State Match	Total Amount
	11/21/2019	\$21,000.00	720,033.37	\$21,000,00	\$9,329.79	\$27,989.36
ı	11/25/2019	\$25,000.00		\$21,000.00	\$10,500.00	\$31,500.00
TOTALS		THE RESERVE OF THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER, THE PERSON NAMED IN COLUMN TWO IS NOT THE OWNER.	\$18,659.57	\$25,000.00	\$12,500.00	\$37,500.00
-		7000.07	710,000.07	\$46,000.00	\$32,329.79	\$96,989.36

### SOBE Endowed Chair

2 211004	The same of the sa				
Date	Total Amount	Paid	Pledge	Charles D.Co.	
The state of the s	\$500,000.00			State Watch	Total Amount
	<u> </u>			\$250,000.00	\$750,000.00



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of Colleg	e or University		]
11-27-19	Dickinson State University (DSU)			
Name of Contact	me of Contact Daytime Telephone Number Email Address			
Dr. Thomas Mitzel 7		701-483-2326	thomas.mitzel@dickinsonstate.edu	
Name of Project				
School of Business & Entrepreneurship (SOBE) Endowed Chair				
Description of Project				
	dual mission while	assisting in SOBE. The second aspe	o needs at DSU. The first will be to oversee all ct of the chair is to provide scholarships for	
Briefly explain how this project advances the academic mission of the institution.  The School of Business & Entrepreneurship (SOBE) Endowed Chair will assist DSU in fulfilling the work force needs of Dickinson and Western North Dakota.				
Project is advancing	academics thro	<u></u>		Confirme
Research 💥		Technology X Endowed	Chair(s) X Educational Infrastructure	with DSU
Total Project Amoun	t	Total Private/Nonprofit Donation	1	via email that corre
\$750,000.00		\$500,000.00		category is
		Pledge Amount \$500,000.00	Cash Amount	Endowed Chair(s).
State Grant Request \$250,000		Other Sources (if applicable)		
If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule.				
Please provide documentation for the following:  Community support Student support Private or nonprofit donation (Names may be redacted at the request of anonymous donors)				
Date of Committee F	Review		Budget Section Approval Required Yes No	
Date Scope Approve 09-24-19				

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129



We, <u>Dennis & Vaune Johnson</u>, will contribute the sum of <u>\$500,000</u>, to support the Dickinson State University Heritage Foundation. This gift is in support of the <u>School of Business Endowed Chair Campaign</u> at Dickinson State University. These dollars will fund an Endowed Chair position within the School of Business and Entrepreneurship in the name of <u>Dennis & Vaune Johnson</u>.

#### Terms of Pledge:



This pledge will be payable in (5) five installments. The following is the schedule of payments:

\$100,000 Prior to December 31, 2019

\$100,000 Prior to December 31, 2020

\$100,000 Prior to December 31, 2021

\$100,000 Prior to December 31, 2022

\$100,000 Prior to December 31, 2023

Gift divided as follows:

#### \$500,000 toward the Endowed Chair (\$100,000 annually)

 Dollars develop an Endowed Chair in the School of Business and Entrepreneurship titled:

## <u>The Dennis & Vaune Johnson School of Business and Entrepreneurship Endowed Chair</u>

- These dollars are invested according to the Board Approved investment policy
- Only earnings are applied to the specified purpose of the endowed chair. This amount is approved by the Finance and Investment Committee and is based upon our DSU Heritage Foundation Spending Policy
- No earnings will be used from the Endowment fund until the 2024-2025 academic year unless given written approval from the donors
- This endowment can only be used according to the signed donor criteria and cannot be used as collateral in any form

#### Use of gift:

We understand with this gift or pledge commitment; our contribution will be used to develop an Endowed Chair within the SOBE department in the name of <u>Dennis & Vaune Johnson</u>. We understand the payment will be applied to the overall pledge and used for academic based support and scholarships according to the signed criteria.



The Endowed Chair description will be signed by the donor and describe the purpose of the Chair and the how earnings will be used. The earnings from this endowment may only be used for specified purpose agreed upon by the donor, the DSU Heritage Foundation and DSU. A copy of the signed pledge form will be provided to the donor.

The Fund, all contributions to it, and its administration, shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA').

The Gift Acceptance Policy also indicates the following: "The DSU Heritage Foundation may not pledge as collateral, grant a security interest, or borrow from assets designated as permanently restricted assets."

#### Fees associated with the gift:

All gifts are subject to the Board approved spending policy and are provided at the donor's request. A 5% receiving fee will be applied to the overall gift for Endowed and Annual funds. The donor may choose to pay the Receiving Fee and if so, this must be indicated on the pledge form.

#### Recognition:

With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the Endowed Chair and display the recipient of the position on an annual basis.

Please print your name(s) as you wish it (them) to appear for recognition purposes:

_ ^	Dennis & Vaune Johnson		
		~/ )	9/16/2019
Signature	Printed Name		Date
, ,	, i		9/17/2019
Signature <i>O</i>	Printed Name		Date
Phone	Email Address		-
Address	City	State	Zip
	Printed Name		<u>9-16</u> -19 Date



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

ACCESS. INNOVATION, EXCELLENCE,

Date Submitted	Name of Colle	ge or University		
11-27-19	Dickinson State University (DSU)			
Name of Contact		Daytime Telephone Number	Email Address	
Dr. Thomas Mitze	el	701-483-2326	thomas.mitzel@dickinsonstate.edu	
Name of Project				
Cornerstone Traditions Scholarship Campaign				
Description of Project				
The Cornerstone Traditions Scholarship Campaign is to designed to provide scholarships for deserving students. The Campaign is intended to encourage donors of all capacities to support DSU in short term scholarships. The campaign is comprised of Cornerstone Tradition Donors and multi-year Cornerstone Tradition "Named Scholarship" donors.				
Briefly explain how t	his project adva	ances the academic mission of the	e institution.	
· •	litions Scholarshi	p Campaign is developed to support	all academic programs at DSU. These scholarships	
Project is advancing academics through:  Research Scholarships Technology Endowed Chair(s) Educational Infrastructure				
Total Project Amour	 ht	Total Private/Nonprofit Dona	tion	
\$320,250.65		\$213,500.43	\$213,500	
,		Pledge Amount	Cash Amount	
		\$126,250.00	\$87,250.43	
State Grant Reques		Other Sources (if applicable)		
\$106,750.22	2 \$106,750			
If the donation is pro	ovided in the for	m of a pledge, please provide a o	detailed cash flow schedule.	
Please provide documentation for the following:				
Date of Committee	Review	41001074104	Budget Section Approval Required Yes No	
Date Scope Approv	ed Date	Scope Denied	Date of Budget Section Approval Granted	

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129



We, \_\_\_\_\_\_ will contribute the sum of \$10,000, to support the Dickinson State University Heritage Foundation. This gift is in support of the <u>Annual Campaign</u> at Dickinson State University. These dollars will fund an annual scholarship in the name of **Howard Sharpe**.

#### Terms of Pledge:

This pledge will be payable in (5) five installments. The following is the schedule of payments:

\$2,000 Prior to April 1, 2020

\$2,000 Prior to April 1, 2021

\$2,000 Prior to April 1, 2022

\$2,000 Prior to April 1, 2023

\$2,000 Prior to April 1, 2024

#### Annual gift divided as follows:

#### \$2,000 toward the Howard Sharpe Memorial Annual Scholarship

- Dollars develop an annual scholarship in the name of the
   The Howard Sharpe Memorial Annual Scholarship
- The annual scholarships will be awarded during these academic years: 2020-21, 2021-22, 2022-23, 2023-24, 2024-25
- This annual scholarship can only be used according to the signed donor criteria and cannot be used as collateral in any form
- The criteria will be the same for the annual scholarship and the endowed scholarship
- Provides one \$2,000 annual scholarships

#### Use of gift:

We understand with this gift or pledge commitment; our contribution will be used to develop Scholarships in the name of <u>The Howard Sharpe Memorial Annual Scholarship</u>. We understand the payment will be applied to the overall pledge and used for scholarships according to the signed criteria.

The criteria for this scholarship will be developed and signed by the donor. These annual funds may only be used for scholarship support in the documented areas signed by the donor. A copy of the signed pledge form will be provided to the donor.

Dickinson State University Heritage Foundation 230 8<sup>th</sup> Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



The Fund, all contributions to it, and its administration, shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA').

The Gift Acceptance Policy also indicates the following: "The DSU Heritage Foundation may not pledge as collateral, grant a security interest, or borrow from assets designated as permanently restricted assets."

#### Fees associated with the gift:

All gifts are subject to the Board approved spending policy and are provided at the donor's request. A 5% receiving fee will be applied to the overall gift for Endowed and Annual funds.

#### Recognition:

With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis.

Please print your name(s) as you wish it (them) to appear for recognition purposes:

Signature	Printed Name	W-1	 Date
Signature	Timed Name		Butt
Phone	Email Address		
Address	City	State	Zip
DSUHF Representative Signature	Printed Name		 Date

Dickinson State University Heritage Foundation 230 8<sup>th</sup> Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



#### **Howard Sharpe Memorial Annual Scholarship**

#### Criteria:

To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Show promise of leadership and academic ability

Preference area for student qualification:

a. NONE

#### Renew Criteria;

- a. Scholarship is renewable each year the student meets all set criteria listed above
- b. Student must complete the application process in order to receive the scholarship in continuous years

#### **Selection Process:**

- 1. The recipients of the <u>Howard Sharpe Memorial Annual Scholarship</u> shall be recommended by Admissions and shall be approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Investment Committee will annually establish the number and award amount and will be approved by the DSUHF Board.

Signature	Printed Name/Title Date
and the second s	
Signature	Printed Name/Title Date



We, <u>Badlands Big Sticks Baseball Club, LLC</u>, will contribute the sum of <u>\$7.500</u> to support the <u>Booster Scholarship Annual Campaign</u> and advertising at Dickinson State University.

#### Terms of Pledge:

This pledge will be payable in <u>(5) FIVE installment</u>. The following is the schedule of payments dates:

\$1,500 Prior to August 31, 2019. \$1,500 Prior to July 31, 2020 \$1,500 Prior to July 31, 2021 \$1,500 Prior to July 31, 2022 \$1,500 Prior to July 31, 2023

*Use of gift:* We understand the payment is applied to the overall pledge and used for advertising and scholarships. All gifts will receive a one-time Gift Receipting Fee. The DSU Heritage Foundation Gift Acceptance Policy if available upon request on the donor.

**Recognition:** With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis.

Please print your name(s) as you wish it (them) to appear for recognition purposes:

#### Badiands Big Sticks Baseball Club, LLC

-				
_	•			8-14-19
Signature		Printed Name		-
Phone	handra de estables	Email Address	•	•
Address	10	City	State	Zip 8~/4-19
DSUHF Represent	ative Signature	Printed Name	<del></del>	Date

Dickinson State University Heritage Foundation 291 Campus Drive Dickinson, ND 58601, (701) 590-1397 Dsuheritagefoundation.org



#### BADLANDS BIG STICKS BASEBALL CLUB LLC ANNUAL SCHOLARSHIP

#### Criteria:

To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Show promise of leadership and academic ability
- d. Be a good role model for the youth of Dickinson

#### **Selection Process:**

- 1. The recipient of the <u>Badlands Big Sticks Baseball LLC Annual Scholarship</u> will be recommended by the Athletic department and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The Scholarship may not be less than \$500 and may not exceed \$2,500 per student annually.
- 3. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 4. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Please sign to indicate you have agreed to the Criteria above. These criteria will be used by all committees involved when awarding this scholarship.

Donor Signature	Date		
Executive Director Signature	Date		



		ON Trongwill contribute th		
Herita	ge Foundation. Th	ils gift is in support of the <u>Scholars</u>	<u>hip Program</u> at D	íckínson State University.
			· · · · · · · · · · · · · · · · · · ·	,
	* T		,	
Terms	of Pledge:			
	This ple	dge will be payable in (5) <u>FIVE</u> in	stallments. The	following is the schedule of
	paymen			
		\$ 500 Prior to Decembe	r 31, 2019	
		\$ <u> </u>		
		\$ <u> </u>	r 31, 2021	
		\$ <i>\$O</i> O Prior to Decembe	r 31, 2022	
		\$ <u>500</u> Prior to Decembe	r 31, 2023	
Gift do	etalls:			
	\$	toward the	ensitur <del>amenti ese anni</del> micominimonimicasessimoses es	Endowed Scholarship
	<ul> <li>These dollar</li> </ul>	s are invested according to the DS	U HF Board Appro	oved investment policy
	a Ma undaret	and any save days languages of an	بالمامم المصاحب	ship must be a minimum of
		and any new development of an	endowed scholar	stip iliast be a finitimant of
	\$25,000			
	\$25,000 • Only earning	gs are applied to the annual schola	rship allotment fr	om this endowment
	\$25,000 • Only earning • It is estimat	gs are applied to the annual schola ed the above listed Endowed fun	rship allotment fr d will provide an	om this endowment
	\$25,000  Only earning  It is estimat scholarships	gs are applied to the annual schola ed the above listed Endowed fun beginning in the 2023-24 academ	irship allotment fr d will provide an ic year	om this endowment estimated \$/yr in
	\$25,000 Only earning It is estimat scholarships This endown	gs are applied to the annual schola ed the above listed Endowed fun beginning in the 2023-24 academ ment can only be used according to	irship allotment fr d will provide an ic year	om this endowment estimated \$/yr in
	\$25,000  Only earning  It is estimat scholarships	gs are applied to the annual schola ed the above listed Endowed fun beginning in the 2023-24 academ ment can only be used according to	irship allotment fr d will provide an ic year	om this endowment estimated \$/yr in
	\$25,000 Only earning It is estimat scholarships This endown	gs are applied to the annual schola ed the above listed Endowed fun beginning in the 2023-24 academ ment can only be used according to in any form	irship allotment fr d will provide an ic year	om this endowment estimated \$/yr in
	\$25,000 Only earning It is estimat scholarships This endowr as collateral	gs are applied to the annual schola ed the above listed Endowed fun beginning in the 2023-24 academ ment can only be used according to in any form	orship allotment fr d will provide an ic year o the signed dono	estimated \$/yr in recriteria and cannot be used  Annual Scholarship

Dickinson State University Heritage Foundation 230 8th Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org

used as collateral in any form

• This annual scholarship can only be used according to the signed donor criteria and cannot be



#### STANTON STRONG ANNUAL SCHOLARSHIP

#### Criteria:

To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving and of good moral character
- c. Show promise of leadership, academic ability and skill in the field

Preference area for student qualification:

#### Selection Process:

- 1. The recipient of the <u>Stanton Strong Annual Scholarship</u> shall be recommended by the Athletic department and shall be approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Investment Committee will annually establish the number and award amount.

Please sign to indicate you have agreed to the Criteria above. This criteria will be used by all committees involved when awarding this scholarship.

Signature	Printed Name	Date



We,  $_{\iota}$  will contribute the sum of \$6,250 to support the Dickinson State University Heritage Foundation. This is made to support the <u>Cornerstone Traditions Campaign</u> and at Dickinson State University.

#### Terms of Pledge:

This pledge will be payable in (5) Five installments. The following is the schedule of payments dates:

\$1,250 Prior to August 15, 2019 # \*

\$1,250 Prior to March 1, 2020 # \*

\$1,250 Prior to March 1, 2021 # \*

\$1,250 Prior to March 1, 2022 # \*

\$1,250 Prior to March 1, 2023 # \*

# Dollars used for academic scholarships at DSU

\*Eligible for the ND state Challenge grant

#### Use of gift:

We understand the payment will be applied to the overall pledge and used for academic based scholarships.

All gifts will receive a one-time 5% Gift Receipting Fee. The DSU Heritage Foundation Gift Acceptance Policy if available upon request on the donor.

If the gift meets the standards set by the DSU Heritage Foundation Board associated with the development of a "Named Annual Scholarship," the Criteria for this scholarship will be developed and signed by the donor. These funds may only be used for scholarship support in the documented areas signed by the donor.

This gift shall be applied to the following "Named Scholarship" at DSU.

Dickinson State University Heritage Foundation 291 Campus Drive Dickinson, ND 58601, (701) 590-1397 Dsuheritagefoundation.org



#### Recognition:

With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis. Please print your name(s) as you wish it (them) to appear for recognition purposes:

Signature	Printed Name		 Date
Phone	Email Address		-
Address	City	State	Zip
DSUHF Representative Signature	Printed Name		 Date



#### RED ROCK FORD ANNUAL RODEO SCHOLARSHIP

<u>Cri</u>	<u>ter</u>	<u>ia:</u>
То	be	eli

To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Show promise of leadership and academic ability

#### **Selection Process:**

- 1. The recipient of the Red Rock Ford Annual Scholarship will be recommended by the Ag Department and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Please sign to indicate you have agreed to the Criteria above. These criteria will be used by all committees involved when awarding this scholarship.

Donor Signature	Date
Executive Director Signature	Date



## CHARLES A. JOHNSON & KENNETH C. JOHNSON MEMORIAL ANNUAL SCHOLARSHIP

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С	rı	**	Δ	r	-	٠
·	1	il	C		а	

To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Be a good role model for the youth of Dickinson
- d. Show promise of leadership and academic ability
- e. Be a student majoring in Elementary Education

#### **Selection Process:**

- 1. The recipient of the Charles A. Johnson & Kenneth C. Johnson Memorial Endowed Scholarship shall be recommended by the Education department and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Please sign to indicate you have agreed to the Criteria above. These criteria will be used by all committees involved when awarding this scholarship.

Donor Signature	Date
Executive Director Signature	Date



We, <u>Steffes LLC</u>, will contribute the sum of <u>\$30,000</u>, to support the Dickinson State University Heritage Foundation. This gift is in support of the <u>Cornerstone Traditions Annual Scholarship</u> Campaign at Dickinson State University. These dollars will be applied to multiple scholarships in the name of <u>Steffes</u> <u>LLC</u>.

#### Terms of Pledge:

This support will be payable in (5) FIVE installments. The following is the schedule of payments:

\$15,000 Prior to December 31, 2019 \$15,000 Prior to December 31, 2020

Gift details follows:

#### \$30,000 toward Steffes LLC Scholarships

- These dollars are applied to the overall scholarships listed below:
  - Four annual Steffes LLC TRHLP Scholarships Fund # STEF-TR1
  - Four annual Steffes LLC Scholarships Fund # --- ---
- Scholarships begin 2020-2021 and end when dollars are depleted

#### Use of gift:

We understand with this gift; our contribution will be applied to new annual scholarships in the name of **Steffes LLC**.

The Fund, all contributions to it, and its administration, shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA').

The Gift Acceptance Policy also indicates the following: "The DSU Heritage Foundation may not pledge as collateral, grant a security interest, or borrow from assets designated as permanently restricted assets."

#### Fees associated with the gift:

All gifts are subject to the Board approved spending policy and are provided at the donor's request. A 5% receiving fee will be applied to the overall gift for Endowed and Annual funds. If associated with an annual campaign, a 4% Printing and Mailing Fee will be added to the above mentioned fee. The donor may choose to pay the Receiving Fee and the Printing and Mailing Fee and if so, this must be indicated on the pledge form.

#### Recognition:



With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis.

Please print your name(s) as you wish it (them) to appear for recognition purposes:

	STEFFES LLC		
Signature	Printed Name		 Date
Signature	Printed Name		Date
Phone	Email Address		_
Address	City	State	Zip
DSUHF Representative Signature	Printed Name		 Date



#### STEFFES ANNUAL TRHLP SCHOLARSHIP

#### Criteria:

To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Show promise of leadership and academic ability
- d. Meet the set requirement established by DSU for Merit Based Scholarships including the Theodore Roosevelt Honors Leadership Program
- e. This scholarship may be renewed each year the student maintains the requirements set by DSU for the Merit Based Scholarship programs

Area of Preference:

#### Selection Process:

- 1. The recipients of the <u>The Steffes LLC Annual TRHLP Scholarship</u> shall be recommended by the Department of Student Affairs and shall be approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The Foundation Investment Committee will annually establish the number and award amount and will be approved by the DSUHF Board.

Please sign to indicate you have agreed to the Cri	iteria above. This criteria will be used by all
committees involved when awarding this scholars	
Signature	Printed Name Date



#### **Tom Jensen Memorial Scholarship for Education**

#### Criteria:

To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Must be a student majoring in Education at DSU

#### **Selection Process:**

- 1. The recipients of the Tom Jensen Memorial Scholarship for Education shall be recommended by the Teacher Education Department and shall be approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The Foundation Management and Allocation Committee will annually establish the number and award amount and will be approved by the DSUHF Board.



We, <u>Andy Emard</u>, will contribute the sum of <u>\$ 2,500</u>, to support the DSU Heritage Foundation. This gift is in support of the <u>Russell Graham Memorial Annual Scholarship</u> at Dickinson State University.

#### Terms of Pledge:

Estate de la companya del companya del la companya del companya de la companya de	This pledge will be payable in (5) <u>FIVE</u> installments.	The following is the schedule of
	payments:	

\$ 500	Prior to December 31, 2019
\$ 500	Prior to December 31, 2020
\$ 500	Prior to December 31, 2021
\$ 500	Prior to December 31, 2022
\$ 500	Prior to December 31, 2023



#### Gift details:

<u>\$ 2,500</u>	toward the	Russell Graham Memorial Annual Scholarship
-----------------	------------	--

- These scholarships will be awarded beginning in the 2020-2021 academic year and final scholarships awarded during the 2024-2025 academic year
- This annual scholarship can only be used according to the signed donor criteria and cannot be used as collateral in any form



#### Use of gift:

We understand with this gift or pledge commitment; our contribution will be used to develop an annual or endowed scholarship in the name of <u>Russell Graham</u>. We understand the payment will be applied to the overall pledge and used for scholarships according to the signed criteria.

The Fund, all contributions to it, and its administration, shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA").

The Gift Acceptance Policy also indicates the following: "The DSU Heritage Foundation may not pledge as collateral, grant a security interest, or borrow from assets designated as permanently restricted assets."

#### Fees associated with the gift:

All gifts are subject to the Board approved spending policy and are provided at the donor's request. A 5% receiving fee will be applied to the overall gift for Endowed and Annual funds. If associated with an annual campaign, a 4% Printing and Mailing Fee will be added to the above mentioned fee. The donor may choose to pay the Receiving Fee and the Printing and Mailing Fee and if so, this must be indicated on the pledge form.

#### Recognition:

With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis.

Please print your name(s) as you wish it (them) to appear for recognition purposes:

Russell Gra	ham Memorial Annual Scholar	ship	
Signatura	Drive IN		11/4/19
Signature ()	Printed Name		Daté
· · · · A R	<b>*</b>		
Phone	Email Address		
	^		
- 0111			_ ==
Address	City	State	Zip
F			11/7/19
DSVHF Representative Signature	Printed Name		– ———— I Date

Dickinson State University Heritage Foundation 230 8th Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



We, <u>Tucker Slagle</u>, will contribute the sum of <u>\$ 5,000</u>, to support the DSU Heritage Foundation. This gift is in support of the <u>Russell Graham Memorial Annual Scholarship</u> at Dickinson State University.

#### Terms of Pledge:

This pledge will be payable in (5) <u>FIVE</u> installments. The following is the schedule of payments:

\$ 1,000	Prior to December 31, 2019
\$ 1,000	Prior to December 31, 2020
\$ 1,000	Prior to December 31, 2021
\$ 1,000	Prior to December 31, 2022
\$ 1,000	Prior to December 31, 2023

#### Gift details:

T TO THE TOTAL OF	\$	5,000	toward the	Russell Graham Memorial Annual Scholarship
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- These scholarships will be awarded beginning in the 2020-2021 academic year and final scholarships awarded during the 2024-2025 academic year
- This annual scholarship can only be used according to the signed donor criteria and cannot be used as collateral in any form



#### Use of gift:

We understand with this gift or pledge commitment; our contribution will be used to develop an annual or endowed scholarship in the name of <u>Russell Graham</u>. We understand the payment will be applied to the overall pledge and used for scholarships according to the signed criteria.

The Fund, all contributions to it, and its administration, shall be governed by the Uniform Prudent Management of institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA").

The Gift Acceptance Policy also indicates the following: "The DSU Heritage Foundation may not pledge as collateral, grant a security interest, or borrow from assets designated as permanently restricted assets."

#### Fees associated with the gift:

All gifts are subject to the Board approved spending policy and are provided at the donor's request. A 5% receiving fee will be applied to the overall gift for Endowed and Annual funds. If associated with an annual campaign, a 4% Printing and Mailing Fee will be added to the above mentioned fee. The donor may choose to pay the Receiving Fee and the Printing and Mailing Fee and if so, this must be indicated on the pledge form.

#### Recognition:

With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis,

Please print your name(s) as you wish it (them) to appear for recognition purposes:

Russell Graham Memorial Annual Scholarship			
	-	: n	11/7/19
Signature	Printed Name	Microbined distances	Date
	17)		_
Phone	Email Address		
			·
Address	City	State	Zip
** \ \	Seth Moerkerke		11/8/11

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We, <u>Derrick Gunderson</u>, will contribute the sum of <u>\$ 2,500</u>, to support the DSU Heritage Foundation. This gift is in support of the <u>Russell Graham Memorial Annual Scholarship</u> at Dickinson State University.

#### Terms of Pledge:

This pledge will be payable in (5) <u>FIVE</u> installments. The following is the schedule of payments:

\$ 500	Prior to December 31, 2019
\$ 500	Prior to December 31, 2020
\$ 500	Prior to December 31, 2021
\$ 500	Prior to December 31, 2022
\$ 500	Prior to December 31, 2023

#### Gift details:

<u>\$</u>	2,500	toward the	Russell Graham Memorial Annual Scholarship
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- These scholarships will be awarded beginning in the 2020-2021 academic year and final scholarships awarded during the 2024-2025 academic year
- This annual scholarship can only be used according to the signed donor criteria and cannot be used as collateral in any form



#### Use of gift:

We understand with this gift or pledge commitment; our contribution will be used to develop an annual or endowed scholarship in the name of <u>Russell Graham</u>. We understand the payment will be applied to the overall pledge and used for scholarships according to the signed criteria.

The Fund, all contributions to it, and its administration, shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA').

The Gift Acceptance Policy also indicates the following: "The DSU Heritage Foundation may not pledge as collateral, grant a security interest, or borrow from assets designated as permanently restricted assets."

#### Fees associated with the gift:

All gifts are subject to the Board approved spending policy and are provided at the donor's request. A 5% receiving fee will be applied to the overall gift for Endowed and Annual funds. If associated with an annual campaign, a 4% Printing and Mailing Fee will be added to the above mentioned fee. The donor may choose to pay the Receiving Fee and the Printing and Mailing Fee and if so, this must be indicated on the pledge form.

#### Recognition:

With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis.

Please print your name(s) as you wish it (them) to appear for recognition purposes:

Russell Gr	aham Memorial Annual Schola	rship	
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Signature	Printed Name	,	Date
Phone	Email Address		
Address	City	State	Zip
	_		11-4-1
DSUHF Representative Signature	Printed Name		Date

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#### RUSSELL GRAHAM MEMORIAL ANNUAL SCHOLARSHIP

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To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Show promise of leadership and academic ability
- d. Award must not cause a loss of any other scholarship monies available

#### **Selection Process:**

- 1. The recipient of the Russell Graham Memorial Annual Scholarship will be recommended by Admissions and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Donor Signature	Date
Executive Director Signature	Date



#### Go Grace Go Annual Scholarship

#### Criteria:

To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Show promise of leadership and academic ability
- d. Be pursuing a degree in Business, Education, Nursing or Natural Sciences
- e. Have a GPA of 2.5

Preference area for student qualification:

- a. A student from Dickinson, North Dakota
- b. A student from North Dakota

#### Renew Criteria:

- a. Scholarship is renewable each year the student meets all set criteria listed above
- b. Student must complete the application process in order to receive the scholarship in continuous years

#### **Selection Process:**

- 1. The recipients of the <u>Go Grace Go Annual Scholarship</u> shall be recommended by Admissions and shall be approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year. Scholarship may only be awarded during the spring semester of each academic year.
- 3. The DSU Heritage Foundation Investment Committee will annually establish the number and award amount and will be approved by the DSUHF Board.

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Signature	Printed Name/Title Date
Signature	Printed Name/Title Date
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We, <u>Braun Distributing</u>, will contribute the sum of <u>\$3,750</u>, to support the Dickinson State University Heritage Foundation. This gift is in support of the <u>Cornerstone Traditions Campaign</u> at Dickinson State University. These dollars will fund an annual scholarship in the name of <u>Braun Distributing</u>.

#### Terms of Pledge:



This pledge will be payable in (5) five installments. The following is the schedule of payments:

\$750 Prior to September 1, 2019\*

\$750 Prior to June 1, 2020\*

\$750 Prior to June 1, 2021\*

\$750 Prior to June 1, 2022\*

\$750 Prior to June 1, 2023\*

\*Eligible for the ND State Challenge Grant

#### Annual gift divided as follows:

#### \$750 toward Braun Distributing Annual Academic Scholarship

- Dollars develop an annual scholarship in the name of the Braun Distributing Annual Academic Scholarship
- These annual scholarships will be awarded during these academic years: 2019-20, 2020-21, 2021-22, 2022-23, 2023-24
- This annual scholarship can only be used according to the signed donor criteria and cannot be used as collateral in any form
- The criteria will be the same for the annual scholarship and the endowed scholarship

#### Use of gift:

We understand with this gift or pledge commitment; my contribution will be used to develop Scholarships in the name of **Braun Distributing Annual Academic Scholarship**. We understand the payment will be applied to the overall pledge and used for scholarships according to the signed criteria.

The criteria for this scholarship will be developed and signed by the donor. These annual funds may only be used for scholarship support in the documented areas signed by the donor. A copy of the signed pledge form will be provided to the donor.

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The Fund, all contributions to it, and its administration, shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA').

The Gift Acceptance Policy also indicates the following: "The DSU Heritage Foundation may not pledge as collateral, grant a security interest, or borrow from assets designated as permanently restricted assets."

#### Fees associated with the gift:

All gifts are subject to the Board approved spending policy and are provided at the donor's request. A 5% receiving fee will be applied to the overall gift for Endowed and Annual funds. If associated with an annual campaign, a 4% Printing and Mailing Fee will be added to the above mentioned fee. The donor may choose to pay the Receiving Fee and the Printing and Mailing Fee and if so, this must be indicated on the pledge form.

#### Recognition:

With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis.

Please print your name(s) as you wish it (them) to appear for recognition purposes:

<u></u>	Braun Distributing		
Signature	Printed Name		 Date
Phone	Email Address		
Address	City	State	Zip
DSUHF Representative Signature	Printed Name		 Date

Dickinson State University Heritage Foundation 230 8<sup>th</sup> Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



#### BRAUN DISTRIBUTING ANNUAL ACADEMIC SCHOLARSHIP

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To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Show promise of leadership and academic ability
- d. Award must not cause a loss of any other scholarship monies available
- e. Must be an employee of Braun Distributing

#### **Selection Process:**

- 1. The recipient of the Braun Distributing Annual Academic Scholarship will be recommended by the Admissions Department and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Donor Signature	Date
Executive Director Signature	Date



#### **CORNERSTONE ANNUAL SCHOLARSHIP**

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To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Be a good role model for the youth of Dickinson
- d. Show promise of leadership and academic ability

#### **Selection Process:**

- 1. The recipient of the Cornerstone Annual Scholarship shall be recommended and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Donor Signature	Date
Executive Director Signature	Date



We, <u>St John Lutheran Church</u>, will contribute the sum of <u>\$40,000</u>, <u>over a 2-year period</u>, to support the Dickinson State University Heritage Foundation. This gift is in support of the <u>Cornerstone Traditions</u> <u>Campaign</u> and at Dickinson State University.

#### Terms of Pledge:



This pledge will be payable in (5) five installments. The following is the schedule of payments:

\$20,000 Prior to January 31, 2020 % \$20,000 Prior to January 31, 2021 %

Annual payments are divided as follows:

\$10,000 toward the St John Lutheran Church-DSU Community Bridging Fine & Performing Arts Scholarship. Produces four scholarships annually.

\$10,000 toward the St John Lutheran Church-DSU Community Bridging Scholarship for Nursing. Provides Four scholarships annually.

# Dollars used for scholarships at DSU

% Dollars eligible for the State of ND Challenge Grant 2 to 1 match

**Use of gift:** We understand the payment will be applied to the overall pledge and used for advertising and scholarships. **All gifts will receive a one-time 5% Gift Receipting Fee**. The DSU Heritage Foundation Gift Acceptance Policy if available upon request on the donor.

All gifts are subject to the Board approved spending policy and this will be provided at the donor's request.

If the gift meets the standards set by the DSU Heritage Foundation Board associated with the development of a "Named Annual Scholarship," the Criteria for this scholarship will be developed and signed by the donor. These funds may only be used for scholarship support in the documented areas signed by the donor.

Dickinson State University Heritage Foundation 230 8<sup>th</sup> Ave W Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



#### Recognition:

With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis.

Please print your name(s) as you wish it (them) to appear for recognition purposes:

	St John Lutheran Church		
Signature	Printed Name	- : (	
Phone	Email Address		
	<u> </u>	k	,
Address	City	State	Zip
DSUHF Representative Signature	Printed Name		- ——— Date



#### ST JOHN TRUST/BRIDGE FINE & PERFORMING ARTS SCHOLARSHIP

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To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Show promise of leadership and academic ability
- d. Be awarded to a Fine & Performing Arts Major
- e. Be of junior or senior status

#### **Selection Process:**

- 1. The recipient of the St John Trust/Bridge Fine & Performing Arts Scholarship will be recommended by the Fine & Performing Arts Department and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The Scholarship may not exceed \$2,500 per student annually.
- 3. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 4. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Donor Signature	-	Date   -20-19
Ú		
Executive Director Signature	<del></del>	Date



#### ST JOHN TRUST/BRIDGE NURSING SCHOLARSHIP

#### Criteria:

To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University, in BSN program and holding a current unencumbered ND LPN license
- b. Be worthy, deserving, and of good moral character
- c. Show promise of leadership and academic ability, maintain a minimum of a 2.5 GPA
- d. Be awarded to a BSN degree major
- e. Be of junior or senior status in the Nursing program
- f. Demonstrate interest in community health, nursing and/or faith based nursing programs

#### **Selection Process:**

- The recipient of the <u>St John Trust/Bridge Nursing Scholarship</u> will be recommended by the Nursing Department and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The Scholarship may not exceed \$2,500 per student annually.
- 3. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 4. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Donor Signature	DateDate
Executive Director Signature	Date



#### STEVE & BRIDGET SCHWINDT NURSING ANNUAL SCHOLARSHIP

#### Criteria:

To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving and of good moral character
- c. Be considered a good role-model for the youth of Dickinson
- d. Show promise of leadership, academic ability and skill in the field
- e. Be pursuing a Degree from the Department of Nursing

Preference area for student qualification:

#### Selection Process:

- 1. The recipient of the <u>Steve & Bridget Schwindt Nursing Annual Scholarship</u> shall be recommended by the Department of Nursing and shall be approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Investment Committee will annually establish the number and award amount.

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Signature		Printed	Name/Title		Date
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## Foundation

We		gift is in support of the Scholarship Progra	
Terms of Plea	dge:		
EPOTRACTICAL	This pledge payments: \$\$\$\$\$\$	Prior to December 31, 2019  Prior to December 31, 2020  Prior to December 31, 2021  Prior to December 31, 2021  Prior to December 31, 2022  Prior to December 31, 2022  Prior to December 31, 2023	. The following is the schedule of
Gift details:			
	\$	toward the	Endowed Scholarship
<ul> <li>V</li> <li>\$</li> <li>O</li> <li>It</li> <li>TI</li> </ul>	hese dollars ar Ve understand 25,000 Inly earnings ar is estimated t cholarships beg	e invested according to the DSU HF Board any new development of an endowed see applied to the annual scholarship allotmeshe above listed Endowed fund will proving in the 2023-24 academic year to can only be used according to the signed	Approved investment policy cholarship must be a minimum of nent from this endowment de an estimated \$/yr in
• W \$ • O • It so • TI	hese dollars and 25,000 only earnings are is estimated to cholarships begins endowments collateral in a	re invested according to the DSU HF Board any new development of an endowed so re applied to the annual scholarship allotmeshe above listed Endowed fund will provide ginning in the 2023-24 academic year to can only be used according to the signed my form	Approved investment policy cholarship must be a minimum of ment from this endowment de an estimated \$/yr in donor criteria and cannot be used  Annual Scholarship
<ul> <li>V</li> <li>\$</li> <li>O</li> <li>It</li> <li>T</li> </ul> TI	hese dollars are Ve understand 25,000 only earnings are is estimated to cholarships begins endowments collateral in a system of the second of	re invested according to the DSU HF Board any new development of an endowed so the applied to the annual scholarship allotmeshe above listed Endowed fund will proving inning in the 2023-24 academic year to can only be used according to the signed my form	Approved investment policy cholarship must be a minimum of ment from this endowment de an estimated \$/yr in donor criteria and cannot be used  Annual Scholarship  3

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used as collateral in any form



#### Use of gift:

We understand with this gift or pledg or endowed scholarship in the name be applied to the overall pledge and u	of \	We understand the	e payment will
The Fund, all contributions to it, an Management of Institutional Funds Ad	_	•	iform Prudent
The Gift Acceptance Policy also indica collateral, grant a security interest, or			
Fees associated with the gift:			
All gifts are subject to the Board appro- receiving fee will be applied to the ove campaign, a 4% Printing and Mailing choose to pay the Receiving Fee and t pledge form.	rall gift for Endowed and Annual fu Fee will be added to the above r	nds. If associated nentioned fee. T	with an annual he donor may
Recognition:  With the signature below the donor all creation of the fund and display the result. Please print your name(s) as you wish	cipient of the scholarship on an an	nual basis.	cize the
Signature	Printed Name	<i>ن</i>	<u>                                     </u>
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Phone	Email Address	<u> </u>	
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DSUHE Representative Signature	Printed Name		- (Date

Dickinson State University Heritage Foundation 230 8th Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org

( Date



#### JEFF & DEBORAH DRAGSETH ANNUAL SCHOLARSHIP

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To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Show promise of leadership and academic ability
- d. 3.0 GPA
- e. Be majoring in Business Administration or Agribusiness
- f. Award must not cause a loss of any other scholarship monies available

#### **Selection Process:**

- 1. The recipient of the Jeff & Deborah Dragseth Annual Scholarship will be recommended by the School of Business and Entrepreneurship and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Donor Signature	Date
Executive Director Signature	Date



#### GEORGE & INA FEREBEE ANNUAL NURSING SCHOLARSHIP

#### Criteria:

To be eligible, a student must:

- a. Be a full-time female student in good academic standing at Dickinson State
  University
- b. Be worthy, deserving and of good moral character
- c. Be a Sophomore, Junior or Senior Status
- d. Be a Major in Nursing at Dickinson State University

Preference area for student qualification: NONE

#### Renew Criteria;

- a. Scholarship is renewable each year the student meets all set criteria listed above
- b. Student must complete the application process in order to receive the scholarship in continuous years

#### Selection Process:

- 1. The recipient of the George & Ina Ferebee Annual Scholarship shall be recommended by the Department of Nursing and shall be approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Investment Committee will annually establish the number and award amount.

Please sign to indicate you have	agreed to the	Criteria ab	oove. This criter	la will be u	sed by all con	nmittees
involved when awarding this sch	nolarship.	A CONTROL OF				
Signature		Printed	Name and Chap	oter		Date



#### GEORGE & INA FEREBEE ANNUAL EDUCATION SCHOLARSHIP

#### Criteria:

To be eligible, a student must:

- a. Be a full-time female student in good academic standing at Dickinson State
  University
- b. Be worthy, deserving and of good moral character
- c. Be a Sophomore, Junior or Senior Status
- d. Be a Major in Education at Dickinson State University

Preference area for student qualification: NONE

#### Renew Criteria;

- a. Scholarship is renewable each year the student meets all set criteria listed above
- b. Student must complete the application process in order to receive the scholarship in continuous years

#### Selection Process:

- 1. The recipient of the George & Ina Ferebee Annual Scholarship shall be recommended by the Department of Education and shall be approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Investment Committee will annually establish the number and award amount.

Please sign to indicate yo	u have agreed to	the Criteria	above. This	criterla will b	e used by all com	mittees
involved when awarding	this scholarship.					

Signature	e			Printed	Name	and Chap	ter		Date
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We, Western Cooperative Credit Union, will contribute the sum of \$26,000, to support the Dickinson State University Heritage Foundation. This gift is in support of the College on the Hill and Cornerstone Traditions Academic Campaigns at Dickinson State University. These dollars will be applied to an existing endowed scholarship and a new annual scholarship in the name of the Western Cooperative Credit Union Annual/Endowed Scholarship.

#### Terms of Pledge:

This pledge will be payable in (5) FIVE installments. The following is the schedule of payments:

> \$5,200 Prior to December 31, 2019 # \$5,200 Prior to December 31, 2020 #

> \$5,200 Prior to December 31, 2021 #

\$5,200 Prior to December 31, 2022 #

\$5,200 Prior to December 31, 2023 #

# Dollars eligible for the ND Challenge Grant

Gift details follows:

#### \$21,000 toward the Western Cooperative Credit Union Endowed Scholarship

- These dollars are invested according to the DSU HF Board Approved investment policy
- Only earnings are applied to the annual scholarship allotment from this endowment
- No scholarships will be paid from the above listed Endowment fund unless approved by donor
- It is estimated the above listed Endowment fund will provide \$1,000/yr in scholarships beginning in the 2024-25 academic year-NO MATCH DOLLARS ARE INCLUDED IN THIS **CALCULATION**

This endowment can only be used according to the signed donor criteria and cannot be used as collateral in any form

## CORNERSTONE \$5,000 (\$1,000 annually) toward the Western Cooperative Credit Union Annual Scholarship

- These scholarship dollars will provide an estimated \$1,000 annual scholarship starting in the 2020-21 academic year and finishing in the 2024-25 academic year -- NO MATCH DOLLARS ARE INCLUDED IN THIS CALCULATION
- After the Annual dollars have been completely awarded, the endowment will begin to produce the scholarship in perpetuity

Dickinson State University Heritage Foundation 230 8th Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



#### Use of gift:

We understand with this gift or pledge commitment; our contribution will be applied to an existing endowed scholarships and a new annual scholarship in the name of <u>Western Cooperative Credit Union Annual/Endowed Scholarship</u>. We understand the payment will be applied to the overall pledge and used for scholarships according to the signed criteria.

The Fund, all contributions to it, and its administration, shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA').

The Gift Acceptance Policy also indicates the following: "The DSU Heritage Foundation may not pledge as collateral, grant a security interest, or borrow from assets designated as permanently restricted assets."

#### Fees associated with the gift:

All gifts are subject to the Board approved spending policy and are provided at the donor's request. A 5% receiving fee will be applied to the overall gift for Endowed and Annual funds. The donor may choose to pay the Receiving Fee and if so, this must be indicated on the pledge form.

#### Recognition:

With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis.

Please print your name(s) as you wish it (them) to appear for recognition purposes:

# Signature Printed Name Date Phone Email Address City State Zip DSUHF Representative Signature Printed Name Date

Dickinson State University Heritage Foundation 230 8<sup>th</sup> Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



## WESTERN COOOPERATIVE CREDIT UNION (WCCU) ANNUAL/ENDOWED SCHOLARSHIP

#### Criteria:

To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Be a good role model for the youth of Dickinson
- d. Show promise of leadership and academic ability
- e. Be a Junior or Senior status
- f. Be a major in Business at Dickinson State University

#### **Selection Process:**

- 1. The recipient of the <u>Western Cooperative Credit Union Annual/Endowed Scholarship</u> shall be recommended by the Business department and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Donor Signature	Date		
Executive Director Signature	Date		



#### NORMAN A. SMITTH ANNUAL SCHOLARSHIP

#### Criteria:

To be eligible, a student must:

- a. Be a full-time student with a 3.50 GPA or better at Dickinson State University
- b. Be worthy, deserving and of good moral character
- c. Be considered a good role-model for the youth of Dickinson
- d. Show promise of leadership, academic ability and skill in the field
- e. Be entering their senior year
- f. Be a student who is in-need

Preference area for student qualification:

a. Major in Education, the Performing Arts, and/or be involved in Student Government

#### **Selection Process:**

- 1. The recipient of the *Norman A. Smith Annual Scholarship* shall be recommended by the above mentioned departments and shall be approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation will award this \$500 scholarship annually for five years, with annual payments from the family after that time.

Upon completion of all paperwork, the recipient of the Norman A. Smith Annual Scholarship will receive a Norman A. Smith Celebration of Life program and photo.

Please sign to indicate you have agreed to the Criteria above. This criteria will be used by all committees involved when awarding this scholarship.

Signature Printed Name Date

Updated 10/19



We, _	will contribute the sum of \$ 3,500 , to support the DSU Heritage
Foundation. Th	is gift is in support of the <b>DSU Psychology Club Annual Scholarship Program</b> at Dickinson
State University	<i>'</i> .
Terms of Pledge	e:
s. tota even	This pledge will be payable in (4) <u>FOUR</u> installments. The following is the schedule of payments:
	\$ <u>500</u> Prior to December 31, 2019
	\$ <u>1,000</u> Prior to July 31, 2020
	\$ 1,000 Prior to July 31, 2021
	\$ <u>1,000</u> Prior to July 31, 2022
Gift details:	

• These scholarships will be awarded beginning in the 2020-2021 academic year and final scholarships awarded during the 2022-2023 academic year

DSU Psychology Club Annual Scholarship

toward the

3,500

• This annual scholarship can only be used according to the signed donor criteria and cannot be used as collateral in any form



#### Use of gift:

We understand with this gift or pledge commitment; our contribution will be used to develop an annual or endowed scholarship in the name of the <u>DSU Psychology Club</u>. We understand the payment will be applied to the overall pledge and used for scholarships according to the signed criteria.

The Fund, all contributions to it, and its administration, shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA").

The Gift Acceptance Policy also indicates the following: "The DSU Heritage Foundation may not pledge as collateral, grant a security interest, or borrow from assets designated as permanently restricted assets."

#### Fees associated with the gift:

All gifts are subject to the Board approved spending policy and are provided at the donor's request. A 5% receiving fee will be applied to the overall gift for Endowed and Annual funds. If associated with an annual campaign, a 4% Printing and Mailing Fee will be added to the above mentioned fee. The donor may choose to pay the Receiving Fee and the Printing and Mailing Fee and if so, this must be indicated on the pledge form.

#### Recognition:

With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis.

Please print your name(s) as you wish it (them) to appear for recognition purposes:

(- w x )	107 - 107 - 107	- Inch	11010
Signature (	Printed Name (	n	
Phone A 1.	Email Address		
Address	City	State	– Zip
	 Printed Name		11-21-19 Date

Dickinson State University Heritage Foundation 230 8<sup>th</sup> Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



#### DSU PSYCHOLOGY CLUB ANNUAL SCHOLARSHIP

#### Criteria:

To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving and of good moral character
- c. Be considered a good role-model for the youth of Dickinson
- d. Show promise of leadership, academic ability and skill in the field
- e. Be an active participant of the DSU Psychology Club

#### Selection Process:

- 1. The recipient of the DSU Psychology Club Annual Scholarship shall be recommended by the Psychology department and shall be approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Investment Committee will annually establish the number and award amount.

involved when awarding this scholarship.

Please sign to indicate you have agreed to the Criteria above. This criteria will be used by all committees

Printed Name Date



We, <u>Todd & Patti Jo Hall</u>, will contribute the sum of <u>\$30,000</u>, to support the DSU Heritage Foundation. This gift is in support of the <u>College on the Hill Scholarship Program</u> at Dickinson State University.

#### Terms of Pledge:

a Childrend In

This pledge will be payable in (5) <u>FIVE</u> installments. The following is the schedule of payments:

\$6,000 Prior to December 31, 2019

\$6,000 Prior to December 31, 2020

\$6,000 Prior to December 31, 2021

\$6,000 Prior to December 31, 2022

\$6,000 Prior to December 31, 2023

#### Annual Gift details:

#### \$5,000 toward the Todd & Patti Jo Hall Endowed Scholarship

- These dollars are invested according to the DSU HF Board Approved investment policy
- We understand any new development of an endowed scholarship must be a minimum of \$25,000
- Only earnings are applied to the annual scholarship allotment from this endowment
- It is estimated the above listed Endowed fund will provide an estimated \$1,000/yr in scholarships beginning in the 2023-24 academic year, not including any state match funds applied to the account
- This endowment can only be used according to the signed donor criteria and cannot be used as collateral in any form

#### \$1,000 toward the Todd & Patti Jo Hall Annual Scholarship

Corressione Asional

- These scholarships will be awarded beginning in the 2019-2020 academic year and final scholarships awarded during the 2023-2024 academic year
- This annual scholarship can only be used according to the signed donor criteria and cannot be used as collateral in any form

Dickinson State University Heritage Foundation 230 8<sup>th</sup> Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



#### Use of gift:

We understand with this gift or pledge commitment; our contribution will be used to develop an annual or endowed scholarship in the name of <u>Todd & Patti Jo Hall</u>. We understand the payment will be applied to the overall pledge and used for scholarships according to the signed criteria.

The Fund, all contributions to it, and its administration, shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA').

The Gift Acceptance Policy also indicates the following: "The DSU Heritage Foundation may not pledge as collateral, grant a security interest, or borrow from assets designated as permanently restricted assets."

#### Fees associated with the gift:

All gifts are subject to the Board approved spending policy and are provided at the donor's request. A 5% receiving fee will be applied to the overall gift for Endowed and Annual funds. If associated with an annual campaign, a 4% Printing and Mailing Fee will be added to the above mentioned fee. The donor may choose to pay the Receiving Fee and the Printing and Mailing Fee and if so, this must be indicated on the pledge form.

#### Recognition:

With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis.

Please print your name(s) as you wish it (them) to appear for recognition purposes:

## Signature Printed Name Date Phone Email Address City State Zip DSUHF Representative Signature Printed Name Date

Todd & Patti Jo Hall

Dickinson State University Heritage Foundation 230 8th Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



#### **TODD & PATTI JO HALL ANNUAL/ENDOWED SCHOLARSHIP**

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To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Show promise of leadership and academic ability
- d. Award must not cause a loss of any other scholarship monies available

#### Preference given to:

- a. Native American Student
- b. Participant in extra-curricular activities

#### **Selection Process:**

- 1. The recipient of the <u>Todd & Patti Jo Hall Annual/Endowed Scholarship</u> will be recommended by the office of admissions and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Donor Signature	Date	
Executive Director Signature	Date	



### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

ACCESS, INNOVATION, EXCELLENCE,

Date Submitted	Name of College or University			
11-27-19	Dickinson State University (DSU)			
Name of Contact		Daytime Telephone Number	Email Address	
Dr. Thomas Mitze	1	701-483-2326	thomas.mitzel@dickinsonstate.edu	
Name of Project				
College on the Hill Endowment Campaign				
Description of Project	ct			
		lign is to designed to provide long-teri emic endowments for long-term scho	m scholarship support for deserving students. Iarship support for DSU.	
Briefly explain how this project advances the academic mission of the institution.  The College on the Hill Endowment Campaign is developed to support all academic programs at DSU. These endowments provide long-term support for DSU. These scholarships assist DSU in recruiting and retaining students.				
Project is advancing academics through:  Research Scholarships Technology Endowed Chair(s) Educational Infrastructure				
Total Project Amour \$96,989.36	nt	Total Private/Nonprofit Donation \$64,659.57 \$64,660		
,	:	Pledge Amount	Cash Amount	
		\$46,000	\$18,659.57	
State Grant Reques \$32,329.79		Other Sources (if applicable)		
If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule.				
Please provide documentation for the following:				
Date of Committee Review			Budget Section Approval Required Yes No	
Date Scope Approv	Date Scope Denied		Date of Budget Section Approval Granted	

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129



## CHARLES A. JOHNSON & KENNETH C. JOHNSON MEMORIAL ENDOWED SCHOLARSHIP

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To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Be a good role model for the youth of Dickinson
- d. Show promise of leadership and academic ability
- e. Be a student majoring in Elementary Education

#### **Selection Process:**

- 1. The recipient of the Charles A. Johnson & Kenneth C. Johnson Memorial Endowed Scholarship shall be recommended by the Education department and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Please sign to indicate you have agreed to the Criteria above. These criteria will be used by all committees involved when awarding this scholarship.

Donor Signature	Date
Executive Director Signature	Date



We, <u>Western Cooperative Credit Union</u>, will contribute the sum of <u>\$26,000</u>, to support the Dickinson State University Heritage Foundation. This gift is in support of the <u>College on the Hill and Cornerstone Traditions Academic Campaigns</u> at Dickinson State University. These dollars will be applied to an existing endowed scholarship and a new annual scholarship in the name of the <u>Western Cooperative Credit Union Annual/Endowed Scholarship</u>.

#### Terms of Pledge:

This pledge will be payable in (5) FIVE installments. The following is the schedule of payments:

\$5,200 Prior to December 31, 2019 # \$5,200 Prior to December 31, 2020 # \$5,200 Prior to December 31, 2021 # \$5,200 Prior to December 31, 2022 # \$5,200 Prior to December 31, 2023 #

# Dollars eligible for the ND Challenge Grant

Gift details follows:

#### \$21,000 toward the Western Cooperative Credit Union Endowed Scholarship

- These dollars are invested according to the DSU HF Board Approved investment policy
- Only earnings are applied to the annual scholarship allotment from this endowment
- No scholarships will be paid from the above listed Endowment fund unless approved by donor
- It is estimated the above listed Endowment fund will provide \$1,000/yr in scholarships beginning in the 2024-25 academic year—NO MATCH DOLLARS ARE INCLUDED IN THIS CALCULATION
- This endowment can only be used according to the signed donor criteria and cannot be used as collateral in any form

#### \$5,000 (\$1,000 annually) toward the Western Cooperative Credit Union Annual Scholarship

- These scholarship dollars will provide an estimated \$1,000 annual scholarship starting in the 2020-21 academic year and finishing in the 2024-25 academic year -- NO MATCH DOLLARS ARE INCLUDED IN THIS CALCULATION
- After the Annual dollars have been completely awarded, the endowment will begin to produce the scholarship in perpetuity

or Hill

Dickinson State University Heritage Foundation 230 8<sup>th</sup> Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



#### Use of gift:

We understand with this gift or pledge commitment; our contribution will be applied to an existing endowed scholarships and a new annual scholarship in the name of <u>Western Cooperative Credit Union Annual/Endowed Scholarship</u>. We understand the payment will be applied to the overall pledge and used for scholarships according to the signed criteria.

The Fund, all contributions to it, and its administration, shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA').

The Gift Acceptance Policy also indicates the following: "The DSU Heritage Foundation may not pledge as collateral, grant a security interest, or borrow from assets designated as permanently restricted assets."

#### Fees associated with the gift:

All gifts are subject to the Board approved spending policy and are provided at the donor's request. A 5% receiving fee will be applied to the overall gift for Endowed and Annual funds. The donor may choose to pay the Receiving Fee and if so, this must be indicated on the pledge form.

#### Recognition:

With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis.

Please print your name(s) as you wish it (them) to appear for recognition purposes:

# Signature Printed Name Date Phone Email Address ... Address City State Zip DSUHF Representative Signature Printed Name Date

Western Cooperative Credit Union

Dickinson State University Heritage Foundation 230 8th Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



# WESTERN COOOPERATIVE CREDIT UNION (WCCU) ANNUAL/ENDOWED SCHOLARSHIP

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To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Be a good role model for the youth of Dickinson
- d. Show promise of leadership and academic ability
- e. Be a Junior or Senior status
- f. Be a major in Business at Dickinson State University

#### **Selection Process:**

- 1. The recipient of the <u>Western Cooperative Credit Union Annual/Endowed Scholarship</u> shall be recommended by the Business department and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Please sign to indicate you have agreed to the Criteria above. These criteria will be used by all committees involved when awarding this scholarship.

Donor Signature	Date			
Executive Director Signature	Date			



We, <u>Todd & Patti Jo Hall</u>, will contribute the sum of <u>\$30,000</u>, to support the DSU Heritage Foundation. This gift is in support of the <u>College on the Hill Scholarship Program</u> at Dickinson State University.

#### Terms of Pledge:

This pledge will be payable in (5) <u>FIVE</u> installments. The following is the schedule of payments:

\$6,000 Prior to December 31, 2019

\$6,000 Prior to December 31, 2020

\$6,000 Prior to December 31, 2021

\$6,000 Prior to December 31, 2022

\$6,000 Prior to December 31, 2023

#### Annual Gift details:

#### \$5,000 toward the Todd & Patti Jo Hall Endowed Scholarship

These dollars are invested according to the DSU HF Board Approved investment policy

 We understand any new development of an endowed scholarship must be a minimum of \$25,000

- Only earnings are applied to the annual scholarship allotment from this endowment
- It is estimated the above listed Endowed fund will provide an estimated \$1,000/yr in scholarships beginning in the 2023-24 academic year, not including any state match funds applied to the account
- This endowment can only be used according to the signed donor criteria and cannot be used
   as collateral in any form

#### \$1,000 toward the Todd & Patti Jo Hall Annual Scholarship

- These scholarships will be awarded beginning in the 2019-2020 academic year and final scholarships awarded during the 2023-2024 academic year
- This annual scholarship can only be used according to the signed donor criteria and cannot be used as collateral in any form

College Kre Hill

> Dickinson State University Heritage Foundation 230 8<sup>th</sup> Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



#### Use of gift:

We understand with this gift or pledge commitment; our contribution will be used to develop an annual or endowed scholarship in the name of <u>Todd & Patti Jo Hall</u>. We understand the payment will be applied to the overall pledge and used for scholarships according to the signed criteria.

The Fund, all contributions to it, and its administration, shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA').

The Gift Acceptance Policy also indicates the following: "The DSU Heritage Foundation may not pledge as collateral, grant a security interest, or borrow from assets designated as permanently restricted assets."

#### Fees associated with the gift:

All gifts are subject to the Board approved spending policy and are provided at the donor's request. A 5% receiving fee will be applied to the overall gift for Endowed and Annual funds. If associated with an annual campaign, a 4% Printing and Mailing Fee will be added to the above mentioned fee. The donor may choose to pay the Receiving Fee and the Printing and Mailing Fee and if so, this must be indicated on the pledge form.

#### Recognition:

With the signature below the donor allows the DSU Heritage Foundation the right to publicize the creation of the fund and display the recipient of the scholarship on an annual basis.

Please print your name(s) as you wish it (them) to appear for recognition purposes:

# Todd & Patti Jo Hall Signature Printed Name Date Phone Email Address City State Zip DSUHF Representative Signature Printed Name Date

Dickinson State University Heritage Foundation 230 8<sup>th</sup> Ave West Dickinson, ND 58601, (701) 483-2486 Dsuheritagefoundation.org



#### **TODD & PATTI JO HALL ANNUAL/ENDOWED SCHOLARSHIP**

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To be eligible, a student must:

- a. Be a full-time student in good academic standing at Dickinson State University
- b. Be worthy, deserving, and of good moral character
- c. Show promise of leadership and academic ability
- d. Award must not cause a loss of any other scholarship monies available

#### Preference given to:

- a. Native American Student
- b. Participant in extra-curricular activities

#### **Selection Process:**

- 1. The recipient of the <u>Todd & Patti Jo Hall Annual/Endowed Scholarship</u> will be recommended by the office of admissions and approved by the DSU Heritage Foundation Scholarship Committee.
- 2. The scholarship application deadline will be no later than February 1 with the award being announced by May of any given year.
- 3. The DSU Heritage Foundation Finance Committee will annually establish the number and award amount.

Please sign to indicate you have agreed to the Criteria above. These criteria will be used by all committees involved when awarding this scholarship.

Donor Signature	Date		
Executive Director Signature	Date		



#### ND HIGHER EDUCATION CHALLENGE SCOPE APPROVAL

NORTH DAKOTA UNIVERSITY SYSTEM SFN 60559 (6-2015)

ACCESS, INNOVATION, EXCELLENCE.

Date Submitted		College or L							
12-19-19	Minot S	/linot State University							
Name of Contact			Daytime Telephor	e Number	Email Address				
Dr. Steven Shirley	/		701-858-3300		steven.shirley@minotstateu.edu				
Name of Project									
Educational Infras	tructure	)							
Description of Project									
Gifts will enhance the student learning environment by updating curriculum instructional areas through furniture, fixtures, instructional tools as well as new/upgraded IT equipment. These new resources will strengthened the University's programs allowing the University to better serve its students.									
Briefly explain how this	s project a	dvances the	academic mission of	of the institut	tion.				
Briefly explain how this project advances the academic mission of the institution.  Gifts supporting educational infrastructure ensure Minot State University remains current with and relevant to the industries and academic disciplines they serve. In order to do so, investments in classroom technologies, instructional tools, technology and IT equipment are needed.									
Project is advancing a	cademics	through:	_ 50%		50%				
Research	Schola	rships	Technology	Endowed					
Total Project Amount			Total Private/Nonpro	ofit Donation	1				
\$300,000			\$200,000						
State Grant Request			Other Sources (if ap	oplicable)					
\$100,000									
Date of Committee Review				Budget Sed	ction Approval Required				
				Yes No					
Date Scope Approved Date Scope Denied		Date of Bu	dget Section Approval Granted						

#### Submit completed form and all documentation to:

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129 patty.schock@ndus.edu



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

ACCESS. INNOVATION, EXCELLENCE,

Date Submitted	Name of College or University							
12-19-19	Minot Sta	Minot State University						
Name of Contact			Daytime Telephone Number	Email Address				
Dr. Steven Shirley	/		701-858-3300	steven.shirley@minotstateu.edu				
Name of Project								
The Endowed Aca	ademic S	cholarsh	ip Campaign					
Description of Project								
Endowment allocation	s will suppo	ort Minot S	tate University student scholarships.					
	and the second section of the second		s the academic mission of the inst	Company of the compan				
				nitment to high academic standards and , engaged and life-long learning, advancement				
			development of students of character					
Project is advancing	academic	cs throug	h:					
	Scholars		Technology Endowed Ch	nair(s) Educational Infrastructure				
Total Project Amour	nt		Total Private/Nonprofit Donation					
\$82,500			\$55,000					
			Pledge Amount	Cash Amount				
			\$8,000	\$47,000				
State Grant Reques	t		Other Sources (if applicable)					
\$27,500								
If the donation is pro	ovided in th	ne form o	f a pledge, please provide a detail	ed cash flow schedule.				
See attached	d							
Please provide docu		for the fo	ollowing:					
Community     Student sur								
<ul> <li>Student support</li> <li>Private or nonprofit donation (Names may be redacted at the request of anonymous donors)</li> </ul>								
Date of Committee	Review			Budget Section Approval Required				
				Yes No				
Date Scope Approv	ed [	Date Sco	pe Denied	Date of Budget Section Approval Granted				
			•	.,,				

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

Endowed Academic Scholarship Campaign							
Donor name	Date of Gift/Pledge	Cash		Ple	dge	Gift Designation	Fund
	9/21/2019	\$ 5,	,000.00				87384
	10/29/2019	\$ 5,	,000.00			<b>第二人员</b>	87344
	9/17/2019	\$ 5,	,000.00				87323
	10/28/2019	\$ 5,	,000.00				87315
	11/5/2019	\$ 15,	,000.00				87268
	10/21/2019	\$ 2,	,500.00				87296
	10/1/2019	\$ 2,	,500.00				87013
	11/18/2019	\$ 2,	,000.00	\$	8,000.00		87387
	11/27/2019	\$ 5,	,000.00				87436
		\$ 47,	,000.00	\$	8,000.00		

#### **Endowed Academic Scholarship Campaign Award Criteria**

#### 87384

- 1) Recipients must be enrolled in the social work program
- 2) Recipients must be a female with junior or senior status
- 3) A 2.75 or greater GPA is required
- 4) Preference will be given to students demonstrating financial need

#### 87344

- 1) Recipient is a full-time Minot State University student
- 2) Recipient is from North Dakota
- 3) Recipient is an instrumental music major in piano or organ

#### 87323

- 1) Sophomore, junior or senior majoring in elementary education
- 2) Preference will be given to a student from a moderate income family

#### 87315

1) Recipient must be a fully admitted MSIS graduate student enrolled in at least 6 credits with a GPA of 3.0 or greater.

#### 87268

- 1) Must study with a member of the MSU organ faculty
- 2) 2.5 GPA minimum

#### 87296

- 1) Nursing student
- 2) Financial need

#### 87013

1) Recipients must be majoring in athletic training or exercise science

#### 87387

- 1) Recipient must be an incoming Minot State University freshman
- 2) Recipient must demonstrate financial need
- 3) Recipient must be a ND resident
- 4) Preference will be given to Minot residents

#### 87436

- 1) Recipients must be regularly enrolled full time MSU education majors
- 2) Preference will be given to student-athletes in one of MSU's NCAA programs or athletic affiliation at that point in time



## Gift Agreement

WE PLEDGE TO MINOT STATE UN	IIVERSITY DEVELOPMENT FOUNDATION	N A GIFT OF \$_10,000	
Names			
. N . N			
Address	City	State Zip	
Phone			
PLEDGE SCHEDULE We pledge \$2,000 for 5 years to be p	paid in November 2019, 2020, 2021, 2022	and 2023.	
GIFT DESIGNATION			
Gifts are designated to the	Scholarship Endowment.	v "	
RECOGNITION			
Please use	all acknowledgements.		
SIGNATURES		a gar -	
		11 - 18-19	
		Date	
2 <b></b>	<b>y</b>	11-18-19	
		Date	

The Minot State University Development Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal income tax liability by internal Revenue Code Section 501(c) (3), and qualifies as a public charity under Internal Revenue Code Section 509.



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

ACCESS. INNOVATION. EXCELLENCE.

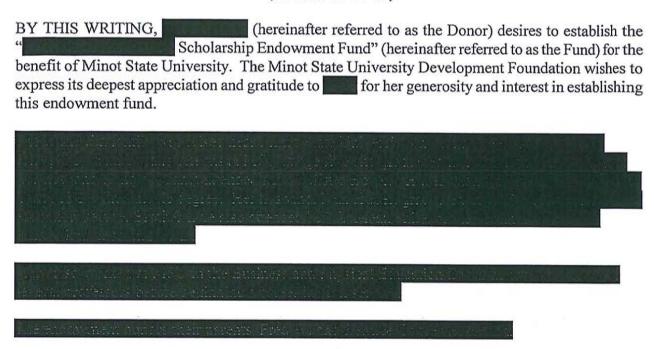
Date Submitted	Name o	Name of College or University					
12-19-19	Minot S	State Univ	versity				
Name of Contact			Daytime Telephone Number	Email Address			
Dr. Steven Shirley			701-858-3300	steven.shirley@minotstateu.edu			
Name of Project				•			
Scholarship Endo	wment -	- 2					
Description of Project	ct	1. 177.17					
Endowment allocation	s will sup	port Minot S	State University student scholarships	s.			
Briefly explain how t	his proje	ct advance	es the academic mission of the ir	nstitution.			
professional support for	or student	s. The Unit	pport to Minot State University's cor versity is dedicated to student succe development of students of charac	nmitment to high academic standards and ess, engaged and life-long learning, advancement ter.			
Project is advancing Research	The state of the s	1270 127	h: Technology Endowed	Chair(s) Educational Infrastructure			
Total Project Amoun \$375,000	nt		Total Private/Nonprofit Donation \$250,000	n			
			Pledge Amount \$250,000	Cash Amount			
State Grant Reques	t		Other Sources (if applicable)				
\$125,000							
See attached		the form o	f a pledge, please provide a det	ailed cash flow schedule.			
Please provide docu	support port		ollowing: Names may be redacted at the re	equest of anonymous donors)			
Date of Committee	Review			Budget Section Approval Required Yes No			
Date Scope Approve	ed	Date Sco	pe Denied	Date of Budget Section Approval Granted			

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

#### MINOT STATE UNIVERSITY DEVELOPMENT FOUNDATION

# THE SCHOLARSHIP ENDOWMENT FUND AGREEMENT (Revised 10-30-19)



The Fund was established October 4, 2013 with contributions totaling \$5,000.00. It is understood that only the allocations from the fund shall be awarded each year for purposes as designated in this agreement. This endowment shall be held in perpetuity. Funds in this special account may be commingled with other funds for investment purposes in a manner consistent with law. Investments shall be made to bring maximum return and shall be consistent with the Foundation's established investment policies and procedures.

The investment goals of the MSU Development Foundation are to attain a total return which allows for consistent endowment growth to at least keep pace with inflation, to preserve the Funds original purchasing power into the future, and to provide an annual allocation to be used according to the terms of this agreement. The MSU Development Foundation, as trustee of this endowment, shall be entitled to compensation for services herein under according to the trustee's schedule of fees in effect at the time such services are rendered.

Persons desiring to contribute to the endowment, either by a direct or deferred giving arrangement, shall be free to do so; however, such persons shall not be deemed parties to this agreement for any purposes.

The annual allocation from the Fund will support scholarships to be awarded through the Financial Aid Office on the basis of the following criteria:

- Recipients must be from North Dakota with preference given to Minot residents
- Recipients must be primarily taking classes on Minot State's campus

- Preference will be given to foster care children who have "aged out" of care within 3. the last five years
- Preference will be given to science, math or business majors 4.
- 5. A GPA of 2.5 or greater is preferred
- 6. Scholarships may be renewed annually up to 4 years

Upon the donor's demise, endowment proceeds will be allocated as follows:

(a) 50%

Scholarship Endowment.

(b) 50% Power Center or similar academic support program.

In the event a scholarship recipient is not identified or funds are unable to be dispersed, the allocation will be designated to the Power Center or similar academic support program.

The Fund shall be a part of the annual audit of the Minot State University Development Foundation which shall be conducted by a certified public accounting firm.

The Donor agrees to publicity being given to the establishment of this Fund. Publicity may include but is not limited to mention in:

Connections Magazine

Academic Catalogs

Annual Reports

Press Releases/News Stories

DECLINE

If for any reason it becomes impossible to utilize the proceeds of the Fund for the purposes stated herein, the Foundation reserves the right to redirect the same to a purpose that closely approximates the intent of this agreement.

SIGNED this 10 day of Nov 19

Donor

Rick Hedberg **Executive Director** Minot State University **Development Foundation** 



## Gift Agreement

TI DOD OF TO MAIN OF OHI	E CIVIVERDITI DE	AFFOLMENT LOONATT	ON A G	TEL OF \$_	30,000	_
	3,		# B	- 1		
Name				8		
* * * * * * * * * * * * * * * * * * * *		5				
Address		City		State	Zip	
2	360					
Home Phone	Cell Phone	E-mail Addres	ss	7/1		
PLEDGE SCHEDULE [ pledge \$50,000 payable over the	ne next 7 years beginn	ing in 2019. Payments will l	be split e	qually over	the 7 years.	
GIFT DESIGNATION		* *	ř	IX		i k
Please designate my gifts to the	ş	Scholarship Endowment.				
DONOR RECOGNITION						
SIGNATURE						
		N. 1. 2/2		11/1	O/, Date	

The Minot State University Development Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal neome tax liability by internal Revenue Code Section 501(c) (3), and qualifies as a public charity under Internal Revenue Code Section 509.



## **Bequest Intention**

We recognize and honor donors who have confirmed testamentary gifts with the Minot State University Development Foundation for the benefit of the university. Name Date of Birth Address City State Zip Home Phone Cell Phone E-mail Address Yes, it is my intent to leave a legacy by naming the Minot State University Development Foundation as a primary beneficiary through my: Will ✓ Living Trust \_\_\_\_ Life Insurance Plan Retirement Plan, e.g., 401(k), IRA Charitable Remainder Trust \_ Other beneficiary Employee Stock Option Plan (ESOP) I wish to inform the Minot State University Development Foundation, that as of this date, the current value of my estate gift is: \$ 200,000 \_, \*however, I may choose to modify or revoke this provision at any time. I will notify the Minot State University Development Foundation if provisions are changed. (If your gift is a percentage of your estate, please indicate the present value of that percentage.) I would like the gift to be used: \_\_ Where the need is greatest ✓ As a gift to benefit the following: The Minot State University Development Foundation appreciates the opportunity to recognize your testamentary gift and honor your spirit of philanthropy in donor recognition listings. Please indicate here if you chose to opt out of such listings. 🗖 Signature Date

\* We hope you will share the approximate amount of your gift with us so the benefitting college or program will know of your generosity and we can recognize you appropriately. It is also helpful for us to have supporting documentation on file. Please attach if possible. The details of your testamentary gift will remain confidential.

The Minot State University Development Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

ACCESS, INNOVATION, EXCELLENCE,

Date Submitted	Name of	Name of College or University								
12-19-19	Minot S	Minot State University								
Name of Contact			Daytime Telephone Number	Email Address						
Dr. Steven Shirley			701-858-3300	steven.shirley@minotstateu.edu						
Name of Project				'						
Scholarship End	owment -	- 3								
Description of Proj Endowment allocation		port Minot S	tate University student scholarsh	ips.						
These endowment g professional support	ifts ensure for student	financial sup s. The Univ	es the academic mission of the oport to Minot State University's of rersity is dedicated to student suc development of students of char	ommitment to high academic standards and cess, engaged and life-long learning, advancement						
Project is advancing Research	Schola		Technology Endowe	d Chair(s) Educational Infrastructure						
\$37,500			\$25,000							
			Pledge Amount \$20,000	Cash Amount \$5,000						
State Grant Reque	est		Other Sources (if applicable)							
If the donation is p See attache		the form o	f a pledge, please provide a d	etailed cash flow schedule.						
<ul> <li>Student s</li> </ul>	ty support		000000000000000000000000000000000000000	e request of anonymous donors)						
Date of Committee	e Review			Budget Section Approval Required Yes No						
Date Scope Appro	oved	Date Sco	pe Denied	Date of Budget Section Approval Granted						

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

#### MINOT STATE UNIVERSITY DEVELOPMENT FOUNDATION

## THE NURSING SCHOLARSHIP ENDOWMENT FUND AGREEMENT

BY THIS WRITING, (hereinafter referred to as the Donors) desire to establish the "Nursing Scholarship Endowment" (hereinafter referred to as the Fund) for the benefit of Minot State University. The Minot State University Development Foundation wishes to express its deepest appreciation and gratitude to for their generosity and interest in establishing this endowment fund.

The Fund was established in December 2008 with contributions totaling \$10,500. At the request of the donor, it is understood that an initial scholarship of \$500 be awarded as soon as possible; and the deposit of \$10,000, as well as future contributions to the Fund, shall be awarded each year for purposes as designated in this Agreement. The endowment shall be held in perpetuity, and monies in this special account may be commingled with other funds for investment purposes, and in a manner consistent with state law. Investments shall be made in a prudent fashion, and in keeping with the Foundation's established investment policies and procedures.

The investment goals of the MSU Development Foundation are to attain a total rate of return which provides for long-term growth in the endowment, to keep pace with future inflation, thereby preserving the Fund's original purchasing power. The MSU Development Foundation—as Trustee of this endowment—shall be entitled to reasonable compensation for services provided hereunder, in accordance with Trustee's schedule of charges in effect at the time such services are rendered.

Persons desiring to contribute to the endowment, either by a direct or deferred giving arrangement, shall be free to do so; however, such persons shall not be deemed parties to this agreement for any purposes.

The annual allocation from the Fund will support scholarships to be awarded through the Financial Aid Office with recommendations from the Department of Nursing on the basis of the following criteria:

- 1. Resident of Mountrail or Ward County, North Dakota
- 2. Maintains a GPA of 3.0 or higher
- 3. Preference given to a student intending to stay in North Dakota following graduation

The Fund shall be a part of the annual audit of the Minot State University Development Foundation which shall be conducted by a certified public accounting firm.

The Donor agrees to publicity being given to the establishment of this Fund. Publicity may include but is not limited to mention in:

Academic Catalogs

Annual Reports

ACCEPT\_\_\_\_\_\_ DECLINE\_\_\_\_\_

(Donor should initial their intent above)

Connections Magazine

If for any reason it becomes impossible to utilize the proceeds of the Fund for the purposes stated herein, the Foundation reserves the right to redirect the same to a purpose that closely approximates the intent of this agreement.

SIGNED this 26 day of November 2019

Rick Hedberg
Executive Director
Minot State University
Development Foundation



## Gift Agreement

WE PLEDGE TO MINOT STATE U					v.,
Names 1	*		0		
				*	
Address		City	· · · · · · · · · · · · · · · · · · ·	State	Zip
		-	(9) (4)		· ·
Phone					
PLEDGE SCHEDULE We pledge \$5,000 in years 2019, 2 GIFT DESIGNATION	2020, 2021, 202	22 and 2023. Pledge	payments w	vill be due De	ec. 15th of each yea
Gifts are designated to the		Scholarship End	dowment.	Ti	
SIGNATURES					
		Tr.		11/2	6/19
				<sup>/</sup> Da	te
				11/-	. 110
				11/2	6/19

The Minot State University Development Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal income tax liability by internal Revenue Code Section 501(c) (3), and qualifies as a public charity under Internal Revenue Code Section 509.

500 UNIVERSITY AVE W

MINOT, ND 58703

701-858-4243

US

Order Information

Description:

Scholarship Endowment

Order Number:

P.O. Number:

Customer ID:

Invoice Number:

**Billing Information** 

**Shipping Information** 

Shipping:

0.00

Tax:

0.00

Total: USD 5,000.00

Payment Information

Date/Time:

22-Nov-2019 14:54:03 CST

Transaction ID:

62039942483

Transaction Type:

Authorization w/ Auto Capture Captured/Pending Settlement

Transaction Status: Authorization Code:

61320D

Payment Method:



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

ACCESS, INNOVATION, EXCELLENCE.

Date Submitted	Name of College or University									
12-19-19	Minot S	Minot State University								
Name of Contact			Daytime Telephone Number	Email Address						
Dr. Steven Shirle	y		701-858-3300	steven.shirley@minotstateu.edu						
Name of Project				8						
Scholarship Endo										
Description of Project Endowment allocations will support Minot State University student scholarships.										
Briefly explain how this project advances the academic mission of the institution.  These endowment gifts ensure financial support to Minot State University's commitment to high academic standards and professional support for students. The University is dedicated to student success, engaged and life-long learning, advancement of knowledge, effective student service and development of students of character.										
Project is advancin Research			Technology Endowed							
Total Project Amou	nt		Total Private/Nonprofit Donation \$26,000							
Variation of Ltd			Pledge Amount	Cash Amount						
			\$25,000  \$1,000							
\$13,000	st		Other Sources (if applicable)							
If the donation is pr See attache		the form o	f a pledge, please provide a de	tailed cash flow schedule.						
Please provide doc	support			request of anonymous donors)						
Date of Committee	Review			Budget Section Approval Required Yes No						
Date Scope Approv	ved	Date Sco	pe Denied	Date of Budget Section Approval Granted						

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

#### MINOT STATE UNIVERSITY DEVELOPMENT FOUNDATION

### SCHOLARSHIP ENDOWMENT FUND AGREEMENT

BY THIS WRITING,	(hereinafter referred to as the Donors) desire to
establish the "	Scholarship Endowment" (hereinafter referred to as the
Fund) for the benefit of Minot State	University. The Minot State University Development
Foundation wishes to express its deep	pest appreciation and gratitude to the for their
generosity and interest in establishing th	nis endowment fund.

The Fund was established in November 2019. It is understood that only the allocations from the Fund shall be awarded each year for purposes as designated in this Agreement. The endowment shall be held in perpetuity, and monies in this special account may be commingled with other funds for investment purposes, and in a manner consistent with state law. Investments shall be made in a prudent fashion, and in keeping with the Foundation's established investment policies and procedures.

The investment goals of the MSU Development Foundation are to attain a total rate of return which provides for long-term growth in the endowment, to keep pace with future inflation, thereby preserving the Fund's original purchasing power. The MSU Development Foundation—as Trustee of this endowment—shall be entitled to reasonable compensation for services provided hereunder, in accordance with Trustee's schedule of charges in effect at the time such services are rendered.

Persons desiring to contribute to the endowment, either by a direct or deferred giving arrangement, shall be free to do so; however, such persons shall not be deemed parties to this agreement for any purposes.

The annual allocation from the Fund will support scholarships to be awarded through the Financial Aid Office on the basis of the following criteria:

- 1. Recipients must be a regularly enrolled full-time MSU education majors
- 2. Recipients must be ND residents
- A 2.8 or greater GPA is required

The Fund shall be a part of the annual audit of the Minot State University Development Foundation which shall be conducted by a certified public accounting firm.

The Donor agrees to publicity being given to the establishment of this Fund. Publicity may include but is not limited to mention in:

Connections Magazine	Academic Catalogs
Annual Reports	Press Releases/News Stories
ACCEPT SWS DECI	
herein, the Foundation reserves the r the intent of this agreement.	sible to utilize the proceeds of the Fund for the purposes stated right to redirect the same to a purpose that closely approximates
SIGNED this 27 day of A	SUEMBER 2019
	Rick Hedberg Minot State University Development Foundation Executive Director

500 UNIVERSITY AVE W

MINOT, ND 58703

US

701-858-4243

Order Information

Description:

**Jemorial** 

Order Number:

P.O. Number:

Customer ID:

Invoice Number:

**Billing Information** 

**Shipping Information** 

Shipping:

0.00

Tax:

0.00

Total: USD 50.00

Payment Information

Date/Time:

22-Aug-2019 10:55:25 CDT

Transaction ID:

41537231559

Transaction Type: Transaction Status:

Authorization w/ Auto Capture Captured/Pending Settlement

Authorization Code:

05779C

Payment Method:

500 UNIVERSITY AVE W

MINOT, ND 58703 US

701-858-4243

Order Information

Description:

Memorial

Order Number:

P.O. Number:

Customer ID:

Invoice Number:

**Billing Information** 

Shipping Information

Shipping:

0.00

Tax:

0.00

Total: USD 150.00

Payment Information

Date/Time:

14-Nov-2019 13:42:19 CST

Transaction ID:

62025176003

Transaction Type:

Authorization w/ Auto Capture

Transaction Status: **Authorization Code:**  Captured/Pending Settlement

Payment Method:

314124

500 UNIVERSITY AVE W

MINOT, ND 58703

US

701-858-4243

Order Information

Description:

Memorial

Order Number:

P.O. Number:

Customer ID:

Invoice Number:

**Billing Information** 

**Shipping Information** 

Shipping:

0.00

Tax:

0.00

Total: USD 50.00

Payment Information

Date/Time:

27-Nov-2019 10:24:27 CST

Transaction ID:

62047348421

Transaction Type:

Authorization w/ Auto Capture

Transaction Status:

Captured/Pending Settlement

Authorization Code:

017242

Payment Method:

Wells Fargo Bank, N.A.



1101010682

Date 01/23/19

9600019921

\$750.00 USD

Pay SEVEN HUNDRED FIFTY & 00/100\*\*\*\*\*\*\*\*\*\*\*\*\*\*

VOID IF NOT CASHED IN 90 DAYS

To The Order Of

MINOT STATE UNIVERSITY DEVELOPMENT FOUNDATION

500 UNIVERSITY AVE W. MINOT ND 58707



## Gift Agreement

Names	90)							
	£5.	- Par	20/102					
Address	City	State	Zip					
Phone								
i i								
	22 12392 51 7		cents to 2					
	22 and 2023. Pledge payments w	ill be due Decembe	er 31 of each year					
We pledge \$5,000 in 2019, 2020, 2021, 202	22 and 2023. Pledge payments w	ill be due Decembe	er 31 of each year					
We pledge \$5,000 in 2019, 2020, 2021, 202	22 and 2023. Pledge payments w	ill be due Decembe	er 31 of each year					
We pledge \$5,000 in 2019, 2020, 2021, 202 GIFT DESIGNATION			er 31 of each year					
We pledge \$5,000 in 2019, 2020, 2021, 202 GIFT DESIGNATION			er 31 of each year					
We pledge \$5,000 in 2019, 2020, 2021, 202 GIFT DESIGNATION			er 31 of each year					
We pledge \$5,000 in 2019, 2020, 2021, 202  GIFT DESIGNATION  Gifts are designated to the			er 31 of each year					
PLEDGE SCHEDULE We pledge \$5,000 in 2019, 2020, 2021, 202 GIFT DESIGNATION Gifts are designated to the		nt.	er 31 of each year					

The Minot State University Development Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal income tax liability by internal Revenue Code Section 501(c) (3), and qualifies as a public charity under Internal Revenue Code Section 509.

12/19/2019				Private	State Grant	Total Project	
Number	College/Area	Name of Project	Project Type	Donation	Request	Amount	
11398	Human Sciences & Education	Family Scholarship	Scholarship	\$50,000	\$25,000	\$75,000	
20399	Science & Mathematics	Scholarship Endowment Fund	Scholarship	\$50,000	\$25,000	\$75,000	
20443	NDSU	Scholarship Endowment	Scholarship	\$50,000	\$25,000	\$75,000	
20480	Science & Mathematics	Math Scholarship Endowment	Scholarship	\$50,000	\$25,000	\$75,000	
20581	Arts, Humanities & Social Sciences	Endowed Scholarship for Architecture	Scholarship	\$126,054	\$63,027	\$189,081	
20601	NDSU	Leadership Scholarship Endowment	Scholarship	\$50,000	\$25,000	\$75,000	
20666	Agriculture, Food systems & Natural Resources; Engineering; Health Professions	Family Endowment	Scholarship	\$85,000	\$42,500	\$127,500	
20667	Engineering	Brothers Engineering Scholarship	Scholarship	\$50,000	\$25,000	\$75,000	
20710	Engineering	Endowed Scholarship	Scholarship	\$52,632	\$26,316	\$78,948	
20751	Arts, Humanities & Social Sciences	Landscape Architecture Endowment	Scholarship	\$50,000	\$25,000	\$75,000	
20762	Arts, Humanities & Social Sciences	Design-Build Scholarship	Scholarship	\$50,000	\$25,000	\$75,000	
20774	Human Sciences & Education	Endowed Scholarship	Scholarship	\$50,000	\$25,000	\$75,000	
20776	Health Professions	Scholarship	Scholarship	\$50,000	\$25,000	\$75,000	
20777	Arts, Humanities & Social Sciences	Scholarship in Architecture	Scholarship	\$50,000	\$25,000	\$75,000	
20778	Arts, Humanities & Social Sciences	Family Architecture Scholarship Endowment	Scholarship	\$100,000	\$50,000	\$150,000	
20780	Human Sciences & Education; Science & Mathematics	Endowed Scholarship	Scholarship	\$50,000	\$25,000	\$75,000	
20782	Engineering	Mechanical Engineering Endow Scholarship	Scholarship	\$150,000	\$75,000	\$225,000	
20783	Engineering	Engineerig Scholarship Endowment	Scholarship	\$75,000	\$37,500	\$112,500	
		TOTAL	5	\$1,188,686	\$594,343	\$1,783,029	

## North Dakota State University - Challenge Grant Pledge Cash Flow Report

Pledge Date	Fund #	CY19	CY20	CY21	CY22	CY23	CY24	CY25	CY26	Total
10/16/2019	11398	\$ -	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ -	\$ 42,857
10/31/2019	20399	\$ -	\$ 6,250	\$ 6,250	\$ 6,250	\$ 6,250	\$ -	\$ -	\$ -	\$ 25,000
10/28/2019	20443	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ -	\$ 30,000
10/31/2019	20480	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 50,000
10/28/2019	20581	\$ -	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ -	\$ 120,000
10/11/2019	20601	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ 7,143	\$ -	\$ 50,000
10/16/2019	20666	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ -	\$ 60,000
10/15/2019	20667	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ 40,000
9/18/2019	20710	\$ 5,263	\$ 5,263	\$ 5,263	\$ 5,263	\$ 5,263	\$ -	\$ -	\$ -	\$ 26,316
7/1/2019	20751	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ 40,000
10/25/2019	20762	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ 50,000
10/25/2019	20776	\$ 25,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,000
11/1/2019	20777	\$ 25,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ -	\$ -	\$ 50,000
10/30/2019	20778	\$ -	\$ 17,000	\$ 17,000	\$ 16,000	\$ -	\$ -	\$ -	\$ -	\$ 50,000
11/1/2019	20780	\$ -	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ -	\$ -	\$ -	\$ 40,000
10/25/2016	20782	\$ -	\$ 10,000	\$ 10,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 20,000	\$ 20,000	\$ 150,000
10/29/2019	20783	\$ -	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ -	\$ -	\$ 75,000
		\$ 62,406	\$ 167,799	\$ 167,799	\$ 186,799	\$ 160,799	\$ 104,286	\$ 54,286	\$ 20,000	\$ 924,173

## North Dakota State University - Challenge Grant Detailed Financial Information

				Pledge		
Date	Fund ID	Cash	Stocks		Total	
10/16/2019	11398	\$7,143.00	\$0.00	\$42,857.00	\$	50,000.00
10/31/2019	20399	\$25,000.00	\$0.00	\$25,000.00	\$	50,000.00
10/28/2019	20443	\$20,000.00	\$0.00	\$30,000.00	\$	50,000.00
10/31/2019	20480	\$0.00	\$0.00	\$50,000.00	\$	50,000.00
10/28/2019	20581	\$6,054.00	\$0.00	\$120,000.00	\$	126,054.00
10/11/2019	20601	\$0.00	\$0.00	\$50,000.00	\$	50,000.00
10/16/2019	20666	\$25,000.00	\$0.00	\$60,000.00	\$	85,000.00
10/15/2019	20667	\$10,000.00	\$0.00	\$40,000.00	\$	50,000.00
9/18/2019	20710	\$26,316.00	\$0.00	\$26,316.00	\$	52,632.00
7/1/2019	20751	\$10,000.00	\$0.00	\$40,000.00	\$	50,000.00
10/25/2019	20762	\$0.00	\$0.00	\$50,000.00	\$	50,000.00
10/17/2019	20774	\$50,000.00	\$0.00	\$0.00	\$	50,000.00
10/25/2019	20776	\$25,000.00	\$0.00	\$25,000.00	\$	50,000.00
11/1/2019	20777	\$0.00	\$0.00	\$50,000.00	\$	50,000.00
10/30/2019	20778	\$50,000.00	\$0.00	\$50,000.00	\$	100,000.00
11/1/2019	20780	\$10,000.00	\$0.00	\$40,000.00	\$	50,000.00
10/25/2016	20782	\$0.00	\$0.00	\$150,000.00	\$	150,000.00
10/29/2019	20783	\$0.00	\$0.00	\$75,000.00	\$	75,000.00
		\$264,513.00	\$0.00	\$924,173.00	\$1	,188,686.00



## ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University								
12/19/19	North Da	akota Sta	ate University						
Name of Contact			Daytime Telepho	one Number	Email Address				
Dean L. Bresciani, President			701-231-7211		dean.bresciani@ndsu.edu				
Name of Project									
Family Scholarshi	ip - 11398	3							
Description of Project	ct								
This expendable fund will provide scholarship opportunities for students pursuing a degree at NDSU within the College of Huma Sciences and Education, Department of Apparel, Merchandising, Interior Design and Hospitality Management									
Briefly explain how t	his project	advance	s the academic r	nission of the inst	itution.				
	lifelong léar				ming competent, ethical professionals and al support for students attaining their				
Project is advancing Research	g academic Scholars		h: Technology [	Endowed Ch	nair(s) Educational Infrastructure				
Total Project Amour	nt		Total Private/Nonprofit Donation						
\$75,000			\$50,000						
			Pledge Amount		Cash Amount				
			\$42,857		\$7,143				
State Grant Reques	t		Other Sources (if applicable)						
\$25,000									
				-	ed cash flow schedule.				
\$7,142.84 In				ber 2019 th	ru 2025				
Please provide docu	support port		· ·	dacted at the requ	uest of anonymous donors)				
Date of Committee 12-19-2019	Review				Budget Section Approval Required Yes No				
Date Scope Approv	ed	Date Sco	pe Denied		Date of Budget Section Approval Granted				

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

## North Dakota State University Foundation Scholarship

#### Scholarship Expendable Fund Memorandum of Understanding

#### I. ESTABLISHMENT

This Memorandum of Understanding ("MOU") is made and entered into by and between the "Donor(s)") and the North Dakota State University

Foundation, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the "Scholarship, (the "Fund"), an expendable scholarship fund of the Foundation, per the terms of this MOU, for the benefit of North Dakota State University (the "University").

#### II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University for the College of Human Sciences and Education, Department of Apparel, Merchandising, Interior Design and Hospitality Management (the "College/Dept") according to the criteria set out below:

#### III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donor(s) through a pledge. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donor(s) designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.

#### IV. USE OF FUNDS

The Dean of the College of Human Sciences and Education of the University (the "Administering Authority") shall be responsible for determining the process for recipient selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

#### A. Recipient Eligibility Criteria:

1. Be properly enrolled as a full-time senior at North Dakota State University at the time of disbursement.

- 2. Be pursuing a major in Apparel, Retail Merchandising and Design or Interior Design.
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the above stated criteria.
- C. Number and Amount: The number of recipients each year and the amounts awarded to each student shall be decided at the discretion of the Administering Authority and will vary according to the amount available to award and the needs of the students.

#### V. MANAGEMENT AND CUSTODY OF FUNDS

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

- A. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.
- B. Contributions shall at all times be separately accounted for and entered on the Foundation's books and records under the Fund title noted above.

#### VI. AMENDMENT

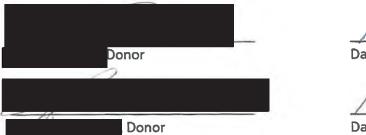
Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Executive Governing Board (the "Board") determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as practical the Donor(s) original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donor(s) regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donor(s) in such a consultation.

#### VII. MISCELLANEOUS

No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee.

#### VIII. IN WITNESS WHEREOF

The Foundation and the Donor(s) have caused this Agreement to be executed in duplicate as of the date of the last signature below.



10/24/19 Date (signed electronically)

Date (signed electronically)

NORTH DAKOTA STATE UNIVERSITY FOUNDATION

John R. Glover, President/CEO

Date

#### IX. ACCEPTANCE

The undersigned University officials hereby acknowledge having reviewed the terms and conditions and agree to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

NORTH DAKOTA STATE UNIVERSITY

Dr. Margaret Fitzgerald, Dean

College of Human Sciences and Education

Date

Dr. Kwangsoo Park, Head

Department of Apparel, Merchandising,

Interior Design and Hospitality Management



## FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

GIFT	/PLEDGE	FORM	061 1 6 · · ·	CLEAR FORM
DONOR INFORMATION	7			
Name(s) (Please print)		www.co.co.co.co.co.co.co.co.co.co.co.co.co.		And the second of the second o
Name(s) (Please print)				
Address	City, Stat	é, ZIP	1000	The second secon
Phone	E-mail		0	
GIFT DESIGNATION				
I/We wish my/our gift to be designated to the following fund:	OR	Genera	l scholarship (list	the college/department
		Genera	benefit (list the	college/department)
		Other		
OUTRIGHT GIFT		· ————————————————————————————————————	- WWW.S.L	TIMANUMANA
☐ I/We wish to make an outright gift of \$		The second secon		dation" (check enclosed)
Please go to <a href="https://www.ndsufoundation.com/give-please">www.ndsufoundation.com/give-please</a> call the Foundation Accounting Office				nent over the phone.
PLEDGE	00			
X I/We wish to pledge a total gift of \$ 50,000 Paid in equal installments of \$	0	(Pledge ren	inders will be sent)	
Paid in equal installments of \$		Quarterly	Semi-Annua	ally Annually
Beginning (mo/yr) for	years (No	t to exceed 5 yea	rs)	7
My/our first pledge installment is enclosed.  I/We would like to automate my/our pledge th	rough recurrin	ng ACH or cred	lit card payments	(Accounting will contact you)
☐ I/We wish to supplement my/our endowment gif	ft with a separ	ate pledge of	\$	for immediate use.
Paid in annual installments of \$		year for		
CORPORATE MATCHING GIFTS				
☐ I (or) ☐ my spouse/partner will apply for a matchi Company Name(s)	ing gift with o	ır employer.		
(While matching gifts received from your employer will count tovindicated above.)	vards your recogi	nition level, it doe	s not fulfill your perso	onal commitment as
DONOBIC) CICNATUBEIC				
DONOR(S) SIGNATURE(S) (Sign here for pledges)			Da	ate 10/11/19
7 - 7 - 1 - 2 - 2 - 2			Da	ate / 1/1// 5

Thank you for your support of North Dakota State University!

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

				03985 <u>- 1</u> 2	
CREDIT CA	RD PAYMENTS:	Date Taken: 10/29/19	Taken By:	Ty/Benito	·
Name:	(First)	(Last)	Pho	one No	
Billing Address	s for CC:(Street or F	PO Box)	(Cffy)	(State)	(Zip)
Email Address	:	Please Circle: Visa	MasterCard	Discover Amer	rican Express
Card	*			Amount \$ 7,143	?
For: 1 5 1	pledge gaymen	t for HD 11398	8		
For Acc	counting Dept Use Only:	Transaction Date 10/30/19	Auth Code		
				- A - 1861 A	1



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of	College of	or University					
12/19/19	North D	lorth Dakota State University						
Name of Contact			Daytime Telephone Nur	nber	Email Address			
Dean L. Brescian	i, Presid	ent	701-231-7211		dean.bresciani@ndsu.edu			
Name of Project			•					
Scholarship Endo	wment f	und - 203	399					
Description of Proje	ct							
This endowment fund Science and Mathema		e scholarsł	nip opportunities for student	s pursuing	a degree at NDSU within the College of			
A core mission of the	University lifelong lea	is to educa		m in becor	itution. ming competent, ethical professionals and al support for students attaining their			
Project is advancing								
Research 🗸	Scholai	rships	Technology End	owed Ch	nair(s) Educational Infrastructure			
Total Project Amour	nt		Total Private/Nonprofit [	Donation				
\$75,000			\$50,000					
			Pledge Amount		Cash Amount			
			\$25,000		\$25,000			
State Grant Reques \$25,000	t		Other Sources (if applications)	able)				
_ ·			f a pledge, please provid					
\$25,000 cash red	eived D	ecember	2019 and then \$6,25	0 installn	ments due December 2020 thru 2023			
Please provide docu     Community     Student sup     Private or n	support		, and the second	at the req	uest of anonymous donors)			
Date of Committee 12-19-2019	Review				Budget Section Approval Required Yes No			
Date Scope Approv	red	Date Sco	pe Denied		Date of Budget Section Approval Granted			

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

#### NORTH DAKOTA STATE UNIVERSITY DEVELOPMENT FOUNDATION

# SCHOLARSHIP ENDOWMENT MEMORANDUM OF UNDERSTANDING

AGREEMENT: This agreement is made and entered into this 15th day of December,

2014 by and between the North Dakota State University Development

Foundation, Fargo, North Dakota, hereinafter referred to as the

"Foundation," and hereinafter referred to as

"Donors."

NAME: The name of this endowment shall be the NDSU Development

Foundation Scholarship Endowment Fund.

PURPOSE: The purpose of this endowment is to serve as an ongoing source of

financial support for student scholarship opportunities within the College

of Science and Mathematics at North Dakota State University.

INITIAL FUNDS: This memo is to update an existing fund - GL 20399, to a new College of

Science and Math Scholarship. In accordance with agreements between

the Foundation and North Dakota State University, five percent of

contributions will be utilized to assist in the funding of operations of the

Foundation on behalf of the University. This endowment shall be

considered "open-ended" meaning additional contributions received will

be added directly to the fund's principal balance.

MANAGEMENT AND CUSTODY OF FUNDS: For investment purposes, funds held by the NDSU Development Foundation in the name of this endowment will be combined with other similar funds in the NDSU Development Foundation's Endowment Pooled Investment Portfolio. These pooled investments are managed on a unitized basis with the valuation of individual units determined on a quarterly basis. Funds provided for this endowment will be invested in the portfolio on the first day of the quarter following receipt of the funds

at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.

The annual amount available for distribution will be determined in accordance with the distribution policy set by the Executive Committee of the NDSU Development Foundation and under the regulations set forth by the North Dakota Uniform Prudent Management of Institutional Funds Act. The annual distribution amount will include a management fee to cover the administration costs of the endowment in an amount not to exceed two percent of market value.

The NDSU Development Foundation agrees to act as custodian of all funds in connection with this endowment, to manage the same to the best of its ability, and to make the necessary payments upon authorization by the College of Science and Mathematics.

#### AWARD TERMS:

The Donors stipulates that the annual amount for distribution be used to fund a single award for the second semester of the first year.

#### **ELIGIBILITY:**

It is understood that all recipients of this award will meet the following preferred criteria:

- 1. Be properly enrolled at North Dakota State University at the time of application and disbursement.
- 2. Be properly enrolled in any department of the College of Science and Mathematics
- 3. Be an out-of-state resident
- 4. Be an incoming first year student with an ACT score of at least 26 and a cumulative GPA of 3.7
- Have completed one semester at NDSU with a GPA of 3.5 or higher or have a recommendation from a professor in the College of Science and Mathematics

# MANNER & TIME OF CHOICE:

Scholarship shall be made by the College of Science and Mathematics General Scholarship Committee having identified students meeting stipulations set forth under Eligibility. All selections will take place in the spring academic semester, with scholarship distributions to occur with enrollment in the following spring semester.

(MKA)

AGREEMENT REVISIONS:

It is understood by all parties to this agreement, that if, in the future circumstances are so altered that the purpose and conditions under which this fund is established no longer pertain, the Executive Committee of the NDSU Development Foundation has the donors' permission to use the income from this endowment for another purpose which, in its judgment, is in keeping with the original spirit and intent of the donors. It is further understood that if such alternate purpose should ever be established, it will be selected to best match the original intent of the Donors and shall be designated as a fund in the name of

IN WITNESS WHEREOF, the Foundation and the Donors have caused this Agreement to be executed as of the date first written above.

NORTH DAKOTA STATE UNIVERSITY
DEVELOPMENT FOUNDATION
A North Dakota Nonprofit Corporation

Douglas P. Mayo President/CEO

Allyson Peterson, Controller

By

Denois

By:

I have reviewed the terms and conditions of the North Dakota State University Development Foundation Scholarship Endowment Fund and accept them on behalf of the College of Science and Mathematics.

Scott Wood, Dean

3 (MKA)



## FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279,8971 | www.ndsufoundation.com

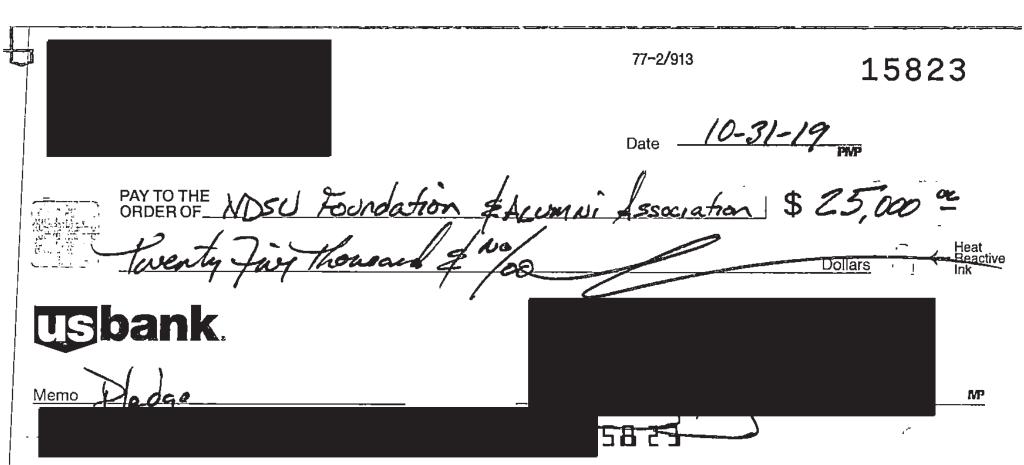
DONOR INFORMATION	GIFT/PI	.EDGE	FORM	OCT	3 1 2019
Name(s) (Please print)		Enran I	UD 50402		
Address		City, Stat	ND 58103 e, ZIP		
Phone		E-mail			
		- 711411			
GIFT DESIGNATION  I/We wish my/our gift to be designated following fund:	ated to the	OR	☐ General sch	olarship (list the	college/department
	nolarship	1	General be	nefit (list the coll	ege/department)
			Other		
OUTRIGHT GIFT		1	-		
☐ I/We wish to make an outright g ☐ I/We wish to charge this gift of \$ Please go to www.ndsufour			to my/our credit	card.	ion" (check enclosed)
Please call the Foundation A					t over the phone.
PLEDGE  ☑ I/We wish to pledge a total gift of	£ ¢ 50,000				
Paid in equal installments of \$	no/yr) for <u>5</u> t is enclosed.		t to exceed 5 years)	Semi-Annually	✓ Annually
: : : : : : : : : : : : : : : : : : :					
Paid in annual installments of	r endowment gift wit of \$	h a separ per	ate pledge of \$ year for	_ years	_ for immediate use.
CORPORATE MATCHING GIF  (or) my spouse/partner will a Company Name(s)		ft with ou	ır employer.		
While matching gifts received from your em ndicated above.)	ployer will count towards v	our recogi	nition level, it does not	fulfill your personal o	commitment as
DONOR(S) SIGNATURE(S)				Date_	10-31-19
Sign here for pledges)				Date	
	1		Service Control		1

Thank you for your support of North Dakota State University!

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code

Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DOD MKA



LOOK FOR FRAUD-DETERRING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of	College of	r University					
12/19/19	North D	lorth Dakota State University						
Name of Contact	I.		Daytime Telephor	ne Number	Email Address			
Dean L. Brescian	i, Presid	ent	701-231-7211		dean.bresciani@ndsu.edu			
Name of Project								
Scholarship Endo	wment -	20443						
Description of Proje	ct							
This endowment fund	will provid	e scholarsh	nip opportunities for s	students pursuing	a degree at NDSU.			
D : 0   1 : 1					1. 6			
Briefly explain how t					itution. ning competent, ethical professionals and			
citizens committed to	lifelong léa				al support for students attaining their			
educational goals at N	NDSU.							
Project is advancing Research	g academ Scholar		<u>h:</u> Technology	Endowed Ch	air(s) Educational Infrastructure			
		silibs [			Laure			
Total Project Amour	nt		Total Private/Non	profit Donation				
\$75,000			\$50,000					
			Pledge Amount		Cash Amount			
			\$30,000		\$20,000			
State Grant Reques	it		Other Sources (if	applicable)				
\$25,000								
				•	ed cash flow schedule.			
\$10K installr				)20 thru 20	)22			
<ul><li>Please provide docu</li><li>Community</li></ul>		n for the fo	ollowing:					
<ul> <li>Student sur</li> </ul>	oport							
		lonation (N	Names may be red	acted at the requ	uest of anonymous donors)			
Date of Committee	Review				Budget Section Approval Required			
12-19-2019					Yes ✓ No			
Date Scope Approv	red	Date Sco	pe Denied		Date of Budget Section Approval Granted			

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

#### NORTH DAKOTA STATE UNIVERSITY DEVELOPMENT FOUNDATION

### SCHOLARSHIP ENDOWMENT MEMORANDUM OF UNDERSTANDING

This agreement is made and entered into this 1st day of December 2013 AGREEMENT:

> by and between the North Dakota State University Development Foundation, Fargo, North Dakota, hereinafter referred to as the

"Foundation," and hereinafter referred to as

"Donors."

NAME: The name of this endowment shall be the NDSU Development

> Endowment Fund. Foundation

PURPOSE: The purpose of this endowment is to serve as an ongoing source of

financial support for student scholarship opportunities at North Dakota

State University.

INITIAL FUNDS: Funds to support this endowment were provided by the Donors through

a gift in the amount of \$10,000. In accordance with agreements between

the Foundation and North Dakota State University, five percent of contributions will be utilized to assist in the funding of operations of the

Foundation on behalf of the University. This endowment shall be

considered "open-ended" meaning additional contributions received will

be added directly to the fund's principal balance.

MANAGEMENT AND CUSTODY

OF FUNDS:

For investment purposes, funds held by the NDSU Development Foundation in the name of this endowment will be combined with other similar funds in the NDSU Development Foundation's Endowment Pooled Investment Portfolio. These pooled investments are managed on a unitized basis with the valuation of individual units determined on a quarterly basis. Funds provided for this endowment will be invested in the portfolio on the first day of the quarter following receipt of the funds

at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter. The annual amount available for distribution will be determined in accordance with the distribution policy set by the Executive Committee of the NDSU Development Foundation and under the regulations set forth by the North Dakota Uniform Prudent Management of Institutional Funds Act. The annual distribution amount will include a management fee to cover the administration costs of the endowment in an amount not to exceed 2% of market value.

The NDSU Development Foundation agrees to act as custodian of all funds in connection with this endowment, to manage the same to the best of its ability, and to make the necessary payments upon authorization by the Office of Student Financial Services

#### AWARD TERMS:

The Donors stipulate that the annual amount for distribution be used to fund a single scholarship award.

#### **ELIGIBILITY:**

It is understood that all recipients of this award will meet the following preferred criteria:

- Be properly enrolled at North Dakota State University at the time of application and disbursement.
- 2. Be a resident of North Dakota.
- 3. Demonstrate financial need.
- 4. Must have a GPA of 3.0 or greater on the 4.0 scale.

# MANNER & TIME OF CHOICE:

The final choice of the recipient of the NDSU Development Foundation Endowment fund shall be made by the Office of Financial Services General Scholarship Committee having identified students meeting stipulations set forth under Eligibility. All selections will take place in the spring academic semester, with scholarship distributions to occur with enrollment in the following fall semester.

AGREEMENT REVISIONS:

It is understood by all parties to this agreement, that if, in the future circumstances are so altered that the purpose and conditions under which this fund is established no longer pertain, the Executive Committee of the NDSU Development Foundation has the donors' permission to use the income from this endowment for another purpose which, in its judgment, is in keeping with the original spirit and intent of the donors. It is further understood that if such alternate purpose should ever be established, it will be selected to best match the original intent of the Donors and shall be designated as a fund in the name of

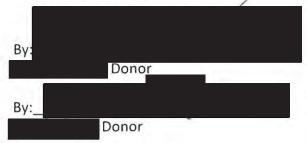
IN WITNESS WHEREOF, the Foundation and the Donors have caused this Agreement to be executed as of the date first written above.

NORTH DAKOTA STATE UNIVERSITY
DEVELOPMENT FOUNDATION
A North Dakota Nonprofit Corporation

Douglas P. Mayo President/CEO

Carol A. Gustad

Vice President Finance/CFO



I have reviewed the terms and conditions of the North Dakota State University Development Foundation Endowment and accept them on behalf of the Office of Financial Services.

11-27-13

Date

Prakash Mathew, VP of Student Affairs



### FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

### GIFT/PLEDGE FORM DONOR INFORMATION Name(s) (Please print) City State 71P Address Phone F-mail GIFT DESIGNATION General scholarship (list the college/department) I/We wish my/our gift to be designated to the OR following fund: General benefit (list the college/department) 142 ENDOWNENT FUND Other **OUTRIGHT GIFT** I/We wish to make an outright gift of \$\_ payable to "NDSU Foundation" (check enclosed). I/We wish to charge this gift of \$ to my/our credit card. Please go to www.ndsufoundation.com/give to enter credit card information OR Please call the Foundation Accounting Office at 701-231-6800 to make a credit card payment over the phone. PLEDGE We wish to pledge a total gift of \$ 50,0 Paid in equal installments of \$ 10,000 Beginning 2017 (mo/yr) for 5 Semi-Annually Annually Quarterly Beginning years (Not to exceed 5 years) My/our first pledge installment is enclosed. I/We would like to automate my/our pledge through recurring ACH or credit card payments (Accounting will contact you). I/We wish to supplement my/our endowment gift with a separate pledge of \$\_\_\_\_ for immediate use. Paid in annual installments of S per year for years CORPORATE MATCHING GIFTS (or) my spouse/partner will apply for a matching gift with our employer. Company Name(s) (While matching gifts received from your employer will count towards your recognition level, it does not fulfill your personal commitment as indicated above.) DONOR(S) SIGNATURE(S) (Sign here for pledges)

Thank you for your support of North Dakota State University!

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DoD \_\_\_\_\_\_ Revised 11/6/18

From:

MB 01 003467 15145 H 16 A NDSU DEVELOPMENT FOUNDATION PO BOX 5144 **FARGO ND 58105** 

OCT 28 2019

Federal Tax: 0.00

Gross Amount: 0.00

State Tax: 0.00

Check No: 6366424

Issue Date: 10/22/2019

Check Amount: \$20,000.00

Purpose: IRA NORMAL

1/1 794600

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Account: 0000-0000

charles

Bank Of America

Commercial Disbursement Account

Northbrook, IL

No 6366424

70-2328 0719

Date: 10/22/2019

Pay: \*\*\*TWENTY THOUSAND DOLLARS AND NO CENTS\*\*\*

To The Order Of

NDSU DEVELOPMENT FOUNDATION

PAY

\$20,000.00

Memo;

CHOLARSHIP FUND

Present For Payment Within 180 Days

SHARK SEED



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of C	Name of College or University						
12/19/19	North Dal	North Dakota State University						
Name of Contact			Daytime Telephone Number	Email Address				
Dean L. Bresciani, President			701-231-7211	dean.bresciani@ndsu.edu				
Name of Project								
Math Scholarship	Endowme	ent - 20	480					
Description of Project								
Science and Mathema	This endowment fund will provide scholarship opportunities for students pursuing a degree at NDSU within the College of Science and Mathematics, Department of Mathematics.							
			s the academic mission of the ins					
	lifelong léarn		te students and prepare them in beco fund will help provide ongoing financi	ming competent, ethical professionals and al support for students attaining their				
Project is advancing Research			h: Technology Endowed Cl	nair(s) Educational Infrastructure				
Total Project Amour	nt		Total Private/Nonprofit Donation					
\$75,000			\$50,000					
			Pledge Amount	Cash Amount				
			\$50,000					
State Grant Reques \$25,000	t		Other Sources (if applicable)					
If the donation is pro	vided in the	e form o	f a pledge, please provide a detail	ed cash flow schedule.				
\$10K installments due December 2020 thru 2024								
Please provide docu	support port		ollowing: lames may be redacted at the req	uest of anonymous donors)				
Date of Committee 12-19-2019	Review			Budget Section Approval Required Yes No				
Date Scope Approv	ed Da	ate Sco <sub>l</sub>	pe Denied	Date of Budget Section Approval Granted				

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

### NORTH DAKOTA STATE UNIVERSITY DEVELOPMENT FOUNDATION

Memorandum of Understanding Endowed Scholarship Fund

AGREEMENT

This agreement is made and entered into this 272 day of December 2007, being executed by and between resident hereinafter referred to as the "Donor" and the North Dakota State University Development Foundation, of Fargo. North Dakota, hereinafter referred to as "Foundation."

CONTRIBUTION Whereas the Donor desires to establish an endowed scholarship fund with an initial contribution of Ten Thousand Dollars (\$10,000); and.

**PURPOSE** 

Whereas the Donor desires to establish an endowed fund in memory of his beloved wife, so that scholarships can be awarded from the fund to enhance the educational opportunities of students enrolled at North Dakota State University; and,

Whereas the Foundation desires to act as the owner and permanent custodian of such an endowed scholarship fund.

NAME

Now, therefore, the Donor and Foundation hereby create and establish ENDOWED SCHOLARSHIP FUND to enhance the quality of the education of worthy students who meet the scholarship requirements as described below.

CUSTODY & INVESTMENT The North Dakota State University Development Foundation acknowledges that the Foundation is the owner of the Fund and agrees to act as custodian of all monies and assets held in connection with this endowment, to manage the same to the best of its ability. and to make the necessary disbursements from the Fund on receipt of written authorization of the Dean of the College of Science and Mathematics.

Trustees of the Foundation shall maintain, manage, invest, and reinvest the monies and assets of the Fund as part of its Pooled Investment Portfolio A. The principal amount of the Fund may not be expended. Annually, the amount available for distribution will be determined in accordance with policies set by the Executive Committee of the Foundation.

Endowed Scholarship Fund Page Two

The Donor desires that any subsequent gifts designated to this ADDITIONAL **CONTRIBUTIONS** Fund shall be added to the permanent endowment of the Fund.

SCHOLARSHIP Scholarship recipients shall meet the following criteria:

- 1. The recipient(s) shall be properly enrolled at North Dakota State University during the time of actual disbursement of the award(s) as a full-time student(s).
- The recipient(s) shall have a declared major in a program 2. offered by the Department of Mathematics.
- 3. The recipient(s) shall have a cumulative grade point average of 3.0 or greater on a 4-point scale.
- 4. The recipient(s) shall have attained the academic rank of sophomore or greater.

Preference shall be given to students who meet these criteria and are residents of Kulm, North Dakota.

### SELECTION **COMMITTEE**

The selection committee shall consist of General Scholarship Committee of the College of Science and Mathematics. The committee shall, in its sole discretion, make final decisions regarding new scholarship awards as well as continuation scholarship awards for previous award recipients. In addition, the committee shall determine the size of each annual award.

Student applications shall be considered and scholarships awarded during the spring semester with distribution made during enrollment for the following fall semester.

# CHANGING

It is understood by all parties to this agreement, that if, in the future, CIRCUMSTANCES circumstances are so altered that the purpose and conditions under which this fund is established can no longer be accomplished as described herein, the Executive Committee of the NDSU Development Foundation has the Donor's permission to use the income from this endowment for another purpose that, in its judgment, is in keeping with the original spirit and intent of the Donor. It is further understood and agreed that if such alternate projects should ever be established, the same shall be designated as an endowed fund in the name of

Whereunto the parties hereto have set their hands on the date first above written.



By:

M. Scott Barrett, Director of Planned Giving

I have reviewed the terms and conditions of Endowed Scholarship Fund and accept them on behalf of the College of Science and Mathematics, North Dakota State University.

College of Science and Mathematics

DEVELOPMENT FOUNDATION

By:

Kevin D. McCaul, Dean



## FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

## **GIFT/PLEDGE FORM**

Address	City Stat	a 710
Address	City. Stat	e. 71P
Phone	E-mail	
GIFT DESIGNATION		
I/We wish my/our gift to be designated to the following fund:	OR	General scholarship (list the college/departmen
Scholarship		General benefit (list the college/department)
Endowment Fund SM20480		Other
OUTRIGHT GIFT		
//We wish to make an outright gift of \$		payable to "NDSU Foundation" (check enclosed
[] I/We wish to charge this gift of \$		_to my/our credit card.
Please go to <u>www.ndsufoundation.com/give</u> to		800 to make a credit card payment over the phone.
rease can the roundation Accounting Office a	( /01-231-0	oo to make a credit card payment over the phone.
PLEDGE		
$\checkmark$ I/We wish to pledge a total gift of \$50,000.00		(Pladas reminders will be sent)
		(Pledge reminders will be sent)
Paid in equal installments of \$ 10,000.00		Quarterly Semi-Annually Annually
Beginning December 2020 (mo/yr) for 5	years (No	Quarterly Semi-Annually Annually
Beginning <u>December 2020</u> (mo/yr) for <u>5</u> My/our first pledge installment is enclosed.		Quarterly Semi-Annually Annually to exceed 5 years)
Beginning <u>December 2020</u> (mo/yr) for <u>5</u> My/our first pledge installment is enclosed.		Quarterly Semi-Annually Annually
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Beginning December 2020 (mo/yr) for 5  My/our first pledge installment is enclosed.  I/We would like to automate my/our pledge through the would like to automate my/our endowment gift when the paid in annual installments of \$  CORPORATE MATCHING GIFTS  I (or) my spouse/partner will apply for a matching Company Name(s)  While matching gifts received from your employer will count toward.	ugh recurrir vith a separ per	Quarterly Semi-Annually Annually to exceed 5 years)  ag ACH or credit card payments (Accounting will contact you ate pledge of \$
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Beginning December 2020 (mo/yr) for 5  My/our first pledge installment is enclosed.  I/We would like to automate my/our pledge through the work of the paid in annual installments of \$  CORPORATE MATCHING GIFTS  I (or) my spouse/partner will apply for a matching Company Name(s)  While matching gifts received from your employer will count toward indicated above.)	ugh recurrir vith a separ per	Quarterly Semi-Annually Annually to exceed 5 years)  ag ACH or credit card payments (Accounting will contact you ate pledge of \$ for immediate use year for years  are employer.

Thank you for your support of North Dakota State University!

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College of	or University					
12/19/19	North Dakota St	North Dakota State University					
Name of Contact		Daytime Telephone Number	Email Address				
Dean L. Bresciani	, President	701-231-7211	dean.bresciani@ndsu.edu				
Name of Project							
Endowed Scholar	ship for Architect	ure - 20581					
Description of Project	ct						
	This endowment fund will provide scholarship opportunities for students pursuing a degree at NDSU within the College of Arts, Humanities and Social Sciences, Department of Architecture and Landscape Architecture.						
Briefly explain how t	his project advance	es the academic mission of the inst	itution.				
citizens committed to	A core mission of the University is to educate students and prepare them in becoming competent, ethical professionals and citizens committed to lifelong learning. This fund will help provide ongoing financial support for students attaining their educational goals at NDSU.						
Project is advancing Research	academics through	<sub>uh:</sub> Technology Endowed Ch	nair(s) Educational Infrastructure				
Total Project Amour	nt	Total Private/Nonprofit Donation					
\$189,081		\$126,054					
		Pledge Amount	Cash Amount				
		\$120,000	\$6,054				
State Grant Reques	t	Other Sources (if applicable)					
\$63,027							
If the donation is pro	vided in the form o	f a pledge, please provide a detaile	ed cash flow schedule.				
\$20K installr	nents due D	ecember 2020 thru 20	)25				
Please provide documentation for the following:							
Date of Committee	Review		Budget Section Approval Required				
12-19-2019			Yes No				
Date Scope Approv	ed Date Sco	pe Denied	Date of Budget Section Approval Granted				

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

#### NORTH DAKOTA STATE UNIVERSITY FOUNDATION

# SCHOLARSHIP ENDOWMENT MEMORANDUM OF UNDERSTANDING

AGREEMENT: This agreement is made and entered into this 4th day of March, 2016 by

and between the North Dakota State University Foundation and Alumni

Association, Fargo, North Dakota, hereinafter referred to as the "Foundation," and hereinafter referred to as

"Donors."

NAME: The name of this endowment shall be the NDSU Foundation and Alumni

Association Endowed Scholarship Fund for

Architecture.

PURPOSE: The purpose of this endowment is to serve as an ongoing source of

financial support for student scholarship opportunities within the Department of Architecture & Landscape Architecture at North Dakota

State University.

STATEMENT OF

DONOR INTENT

The Donor is establishing this scholarship fund to support the

Department of Architecture/Landscape Architecture in its efforts to attract and retain the best students into its program; and, to educate and train those students to become not only great architects, but also leaders

in the field locally, regionally and world-wide.

The intent of the donor is to encourage those students that demonstrate leadership and to promote young design talent and creative, innovative

thinking.

INITIAL FUNDS: Funds to support this endowment were provided by the Donors through

a \$70,000 pledge. This endowment shall be considered "open-ended" meaning additional contributions received will be added directly to the

fund's principal balance.

### MANAGEMENT AND CUSTODY OF FUNDS:

For investment purposes, funds held by the NDSU Foundation and Alumni Association in the name of this endowment will be combined with other similar funds in the NDSU Foundation's Endowment Pooled Investment Portfolio. These pooled investments are managed on a unitized basis with the valuation of individual units determined on a quarterly basis. Funds provided for this endowment will be invested in the portfolio on the first day of the quarter following receipt of the funds at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.

The annual amount available for distribution will be determined in accordance with the distribution policy set by the Executive Committee of the NDSU Foundation and Alumni Association and under the regulations set forth by the North Dakota Uniform Prudent Management of Institutional Funds Act. The annual distribution amount will include a management fee to cover the administration costs of the endowment in an amount not to exceed two percent of market value.

The NDSU Foundation and Alumni Association agrees to act as custodian of all funds in connection with this endowment, to manage the same to the best of its ability, and to make the necessary payments upon authorization by the Department of Architecture & Landscape Architecture.

#### AWARD TERMS:

The Donors stipulate that the annual amount for distribution be used to fund a single scholarship award which may be renewed, as long as the student continues to meet the eligibility requirements outlined below.

#### **ELIGIBILITY:**

It is understood that all recipients of this award will meet the following preferred criteria:

- 1. Be properly enrolled at North Dakota State University at the time of application and disbursement.
- 2. Be enrolled in the Architecture Program.
- 3. Have a minimum cumulative GPA of 3.2 on a 4.0 scale
- 4. Be entering the 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, or 5<sup>th</sup> year of degree in Architecture
- 5. Be in the top 10 percent in the Architecture program, as selected by the faculty

2 (MKA – HS20581)

- Demonstrates commitment to leadership and service through
  participating in student organizations in Architecture, such as
  American Institute of Architect Students, Tau Sigma Delta, Freedom by
  Design, and/or other organizations on campus or in the community.
- 7. Submits a faculty recommendation
- 8. Submits a portfolio
- 9. Submits brief personal statement

# MANNER & TIME OF CHOICE:

The final choice of the recipient of the NDSU Foundation and Alumni Association I Scholarship for architecture shall be made by the Department of Architecture & Landscape Architecture General Scholarship Committee having identified students meeting stipulations set forth under Eligibility. All selections will take place in the spring academic semester, with scholarship distributions to occur with enrollment in the following academic year.

# AGREEMENT REVISIONS:

It is understood by all parties to this agreement, that if, in the future circumstances are so altered that the purpose and conditions under which this fund is established no longer pertain, the Executive Committee of the NDSU Foundation and Alumni Association has the donors' permission to use the income from this endowment for another purpose which, in its judgment, is in keeping with the original spirit and intent of the donors. It is further understood that if such alternate purpose should ever be established, it will be selected to best match the original intent of the Donors and shall be designated as a fund in the name of

IN WITNESS WHEREOF, the Foundation and the Donors have caused this Agreement to be executed as of the date first written above.

NORTH DAKOTA STATE UNIVERSITY
FOUNDATION AND ALUMNI ASSOCIATION
A North Dakota Nonprofit Corporation

John R. Glover, President/CEO

(MKA – HS20581)

By: Allyson Peterson,
CFO/Vice President of Finance

By: Donor

I have reviewed the terms and conditions of the North Dakota State University Foundation and Alumni Association Endowed Scholarship Fund for Architecture Scholarship Endowment Fund and accept them on behalf of the College of Arts and Humanities and Social Sciences, Department of Architecture & Landscape Architecture.

3-11-16

Date

Kent Sandstrom, Dean



### FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

#### GIFT/PLEDGE FORM **DONOR INFORMATION** Name(s) (Please print) Address City State 7ID Phone E-mail **GIFT DESIGNATION** I/We wish my/our gift to be designated to the General scholarship (list the college/department) OR following fund: General benefit (list the college/department) Scholarship Other **OUTRIGHT GIFT** I/We wish to make an outright gift of \$ payable to "NDSU Foundation" (check enclosed). ☐ I/We wish to charge this gift of \$\_ to my/our credit card. Please go to www.ndsufoundation.com/give to enter credit card information OR Please call the Foundation Accounting Office at 701-231-6800 to make a credit card payment over the phone. PLEDGE ✓ I/We wish to pledge a total gift of \$ 126,054 (Pledge reminders will be sent) Paid in equal installments of \$21,009 Quarterly Semi-Annually ✓ Annually Beginning December /2019(mo/yr) for 7 years (Not to exceed 5 years) My/our first pledge installment is enclosed. I/We would like to automate my/our pledge through recurring ACH or credit card payments (Accounting will contact you). I/We wish to supplement my/our endowment gift with a separate pledge of \$ for immediate use. Paid in annual installments of \$\_ \_ per year for \_\_\_\_\_ years CORPORATE MATCHING GIFTS I (or) my spouse/partner will apply for a matching gift with our employer. Company Name(s) (While matching gifts received from your employer will count towards your recognition level, it does not fulfill your personal commitment as indicated above.) DONOR(S) SIGNATURE(S) (Sign here for pledges) Thank you for your support of North Dakota State University! All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax all gifts to NOSO through the rease to have a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DoD MKA

DCS-Rev 11/6/18

Constituent Biographical Information	n Gift Information \$6,054.00	Gift Attributes	Fund Information	Payment Information
	11/13/2019 HS33200 Source: 062019 Payment Information:			Payment Information:
	Visa ******9890 04349D	Apply gift to current pledge: Yes		*********9890 04349D

# Tribute Tribute Information Information

NetCommunity Details



Transaction Date: 11/13/2019 12:11:42

PM

NetCommunity User: Anonymous NetCommunity Page: Donation

(https://www.ndsufoundation.com/give) NetCommunity Part: NDSU alumni -

donation form



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of Co	llege o	r University				
12/19/19	North Dake	North Dakota State University					
Name of Contact			Daytime Telephone Number	Email Address			
Dean L. Bresciani	i, President		701-231-7211	dean.bresciani@ndsu.edu			
Name of Project							
Leadership Schol	arship Endo	owme	nt - 20601				
Description of Project	Description of Project						
This endowment fund will provide scholarship opportunities for students pursuing a degree at NDSU.							
Briefly explain how t	his project a	dvance	es the academic mission of the ins	titution.			
A core mission of the	University is to	educa	te students and prepare them in beco	ming competent, ethical professionals and			
citizens committed to educational goals at N		ig. This	fund will help provide ongoing financi	al support for students attaining their			
<u>Proj</u> ect is advancing	academics	throug	h:				
Research 7			Technology Endowed Cl	nair(s) Educational Infrastructure			
Total Project Amour	nt		Total Private/Nonprofit Donation				
\$75,000			\$50,000				
		•	Pledge Amount	Cash Amount			
			\$50,000				
State Grant Reques	t		Other Sources (if applicable)				
\$25,000							
-			f a pledge, please provide a detail				
\$7,143K inst	\$7,143K installments due November 2019 thru 2025						
Please provide docu		r the fo	ollowing:				
<ul><li>Community</li><li>Student sug</li></ul>							
Private or n	onprofit dona	ation (N	lames may be redacted at the req	,			
Date of Committee	Review			Budget Section Approval Required			
12-19-2019				Yes No			
Date Scope Approv	ed Dat	te Sco	pe Denied	Date of Budget Section Approval Granted			

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# North Dakota State University Foundation and Alumni Association Scholarship Endowment

## Scholarship Endowment Fund Memorandum of Understanding

#### I. ESTABLISHMENT

This Memorandum of Understanding ("MOU") is made and entered into by and between (the "Donors") and North Dakota State
University Foundation and Alumni Association, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the

Scholarship Endowment, (the "Fund"), an endowed scholarship fund of the Foundation, per the terms of this MOU, for the permanent benefit of North Dakota State University ("the University").

#### II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University according to the criteria set out below.

Legacy Statement:

In the Four C's of Leadership: Courage, Commitment, Caring, and Community.

Their intention with this Fund is to support students who are leaders within the University and the Community and if, opportunity presents itself, mentor these students as well.

intent is for the recipients to demonstrate courage; defined as a willingness to take action and risk despite fear, uncertainty and doubt through previous experiences. These students should be able to articulate the challenges they face in becoming a better leader and the ways in which they will approach the leadership journey. They show genuine dedication to the ideals of community services and servant leadership exhibited through the caring of others. Students should demonstrate authentic relationships with the greater community and impact the NDSU/Fargo community by empowering their peers to serve and/or by increasing awareness of community service. Through this and because of their leadership, the recipients of this award should make significant contributions to both the campus community and the local, national, or global community. The recipients of this award should demonstrate commitment, initiative, motivation, and potential for continued student leadership within the university. They should have a focused personal theme and approach that is evident in their leadership journey.

#### III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donors through a pledge of \$80,000. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donors designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.

#### IV. USE OF FUNDS

The Director of the office of Financial Aid and Scholarships of the University (the "Administering Authority") shall be responsible for determining the process for recipient selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

#### A. Recipient Eligibility Criteria:

- Be properly enrolled as a full-time, undergraduate student at North Dakota State University at the time of disbursement.
- 2. Have a cumulative GPA of 3.0 or above.
- Comes from a rural background (that includes immediate family or grandparents).
- Preference given to students who have shown leadership qualities in any of the following: Blue Key, Greek System, Athletics, or Student Government.
- 5. Donors request to meet with the student at least once.
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the above stated criteria.
- C. <u>Number and Amount</u>: The Donors will supplement the endowment until maturity so the singular annual award will be no less than \$2,500.

#### V. MANAGEMENT AND CUSTODY OF FUNDS

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

A. For purposes of investment, the Foundation shall commingle the assets of the Fund with its other endowment assets in the Foundation's Endowment Pooled Investment Portfolio (the "Endowment Pool"). The Endowment Pool is managed on a unitized basis with the valuation of individual units determined on a quarterly basis. A contribution to this Fund will be invested in the Endowment Pool on the first day of the quarter following receipt of that contribution at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.

- B. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.
- C. The annual amount appropriated by the Foundation and made available for distribution from the Fund will be determined by the Foundation's endowment spending policies as defined by its Executive Governing Board (the "Board") and shall only be used for the purposes authorized by this Agreement.
- D. The annual amount shall be appropriated from Fund Assets other than income to the extent that Fund Income is insufficient. All income of the Fund not appropriated in a given year shall continue to be held in the Fund and administered according to this MOU.

#### VI. AMENDMENT

Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Board determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as practical the Donor's original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donors regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donors in such a consultation.

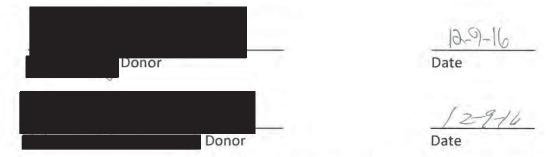
#### VII. MISCELLANEOUS

No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee. This document constitutes a "gift instrument" within the meaning of and

governed by the Uniform Prudent Management of Institutional Funds Act, North Dakota Century Code Chapter 59-21, and this document constitutes the entire gift instrument with respect to all contributions to the Fund. This MOU and the Fund shall be governed by the laws of the State of North Dakota which relate to endowment funds.

#### VIII. IN WITNESS WHEREOF

The Foundation and the Donors have caused this Agreement to be executed in duplicate as of the date of the last signature below.



NORTH DAKOTA STATE UNIVERSITY FOUNDATION AND ALUMNI ASSOCIATION

John R. Glover, President/CEO

#### IX. **ACCEPTANCE**

The undersigned University official hereby acknowledges having reviewed the terms and conditions and agrees to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

NORTH DAKOTA STATE UNIVERSITY

Laura Oster-Aaland, Associate Vice Provost

for Enrollment Management

ev Jacobs, Financial Aid & Scholarships Director



## FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www,ndsufoundation.com

DONOR INFORMATION GIFT/	PLEDGE	FORM	001 11	
Name(s) (Please print)				
Address	Citv. Stat	e. ZIP		
Phone	E-mail			
GIFT DESIGNATION  I/We wish my/our gift to be designated to the following fund:	OR	General	scholarship (list the	college/department
Scholarship Endowment		General	benefit (list the coll	ege/department)
OUTRIGHT GIFT  I/We wish to make an outright gift of \$	o enter cred t 701-231-6 years (N	_ to my/our cre dit card informa 5800 to make a(Pledge reminQuarterly of to exceed 5 years	dit card. tion OR credit card paymen  nders will be sent)  Semi-Annually	✓ Annually
□ I/We wish to supplement my/our endowment gift Paid in annual installments of \$  CORPORATE MATCHING GIFTS	with a sepa	rate pledge of \$		
I (or) my spouse/partner will apply for a matching Company Name(s)	g gift with o	ur employer.		
(While matching gifts received from your employer will count towa indicated above.)	rds your recog	nition level, it does	not fulfill your personal	commitment as
DONOR(S) SIGNATURE(S) (Sign here for pledges)			Date	10/11/19

Thank you for your support of North Dakota State University!

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code

Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DCS-Rev 11/6/18



#### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION

NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted Name of College or University 12/19/19 North Dakota State University **Email Address** Name of Contact Daytime Telephone Number dean.bresciani@ndsu.edu Dean L. Bresciani, President 701-231-7211 Name of Project Family Endowment - 20666 Description of Project This endowment fund will provide scholarship opportunities for students pursuing a degree at NDSU within the College of Agriculture, Food Systems and Natural Resources, College of Engineering, and College of Health Professions. Briefly explain how this project advances the academic mission of the institution. A core mission of the University is to educate students and prepare them in becoming competent, ethical professionals and citizens committed to lifelong learning. This fund will help provide ongoing financial support for students attaining their educational goals at NDSU. Project is advancing academics through: Endowed Chair(s) Research Scholarships Technology Educational Infrastructure **Total Project Amount** Total Private/Nonprofit Donation \$85,000 \$127,500 Pledge Amount Cash Amount \$60,000 \$25,000 State Grant Request Other Sources (if applicable) \$42.500 If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule. \$15K installments due Oct 2020 thru 2023 Please provide documentation for the following: Community support Student support Private or nonprofit donation (Names may be redacted at the request of anonymous donors) Date of Committee Review Budget Section Approval Required Yes No 12-19-2019 Date Scope Approved Date Scope Denied Date of Budget Section Approval Granted

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

### North Dakota State University Foundation and Alumni Association Endowment

### Scholarship Endowment Fund Memorandum of Understanding

#### I. ESTABLISHMENT

This Memorandum of Understanding ("MOU") is made and entered into by and between (the "Donor(s)") and the North Dakota State University Foundation and Alumni Association, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the **Endowment**, (the "Fund"), an endowed scholarship fund of the Foundation, per the terms of this MOU, for the permanent benefit of North Dakota State University ("the University").

#### II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University for the College of Agriculture, Food Systems and Natural Resources, College of Engineering, and College of Health Professions (the "College/Dept") according to the criteria set out below.

#### **Legacy Statement:** This scholarship endowment is in recognition of the heritage of the in North Dakota and at NDSU. He filed a homestead claim on a piece of land in the unplowed prairie of North Dakota He slept under a wagon the first summer and lived in his sod shanty during the next winter. Over the next several years he persevered and proved-up his homestead claim, and in 1908 received He married and they reared 7 children on that homestead. The farm today continues as a fourth generation farm. This grass roots beginning and resolve enabled 3 of 7 of children to graduate from NDSU. the eldest, graduated from NDSU in Agriculture in with MS in and worked in the College of Agriculture at NDSU for graduated in Agriculture in and and graduated in Electrical Engineering in Other family members who graduated over the next two generations were: IVI Versen



The establishes this scholarship endowment in recognition of this heritage and wishes to offer others the same opportunity to learn and thrive at NDSU setting the stage for productive and rewarding careers.

### III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donor(s) through a pledge of \$25,000+. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donor(s) designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.

### IV. USE OF FUNDS

The Office of Financial Aid and Scholarships of the University (the "Administering Authority") shall be responsible for determining the process for recipient selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

### A. Recipient Eligibility Criteria:

- 1. Be properly enrolled as a full-time junior or higher at North Dakota State University at the time of disbursement.
- 2. Demonstrate financial need as established by the office of Financial Aid and Scholarships.
- 3. Have graduated from a North Dakota or Minnesota high school.
- 4. Be pursuing a major within the College of Agriculture, Food Systems and Natural Resources, College of Engineering, or College of Health Professions
- 5. Have a cumulative GPA of 2.5 or above.
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the above stated criteria.

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C. Number and Amount: The number of recipients each year and the amounts awarded to each student shall be decided at the discretion of the Administering Authority and will vary according to the amount available to award and the needs of the students.

#### V. MANAGEMENT AND CUSTODY OF FUNDS

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

- A. For purposes of investment, the Foundation shall commingle the assets of the Fund with its other endowment assets in the Foundation's Endowment Pooled Investment Portfolio (the "Endowment Pool"). The Endowment Pool is managed on a unitized basis with the valuation of individual units determined on a quarterly basis. A contribution to this Fund will be invested in the Endowment Pool on the first day of the quarter following receipt of that contribution at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.
- B. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.
- C. The annual amount appropriated by the Foundation and made available for distribution from the Fund will be determined by the Foundation's endowment spending policies as defined by its Executive Governing Board (the "Board") and shall only be used for the purposes authorized by this Agreement.
- D. The annual amount shall be appropriated from Fund Assets other than income to the extent that Fund Income is insufficient. All income of the Fund not appropriated in a given year shall continue to be held in the Fund and administered according to this MOU.

### VI. AMENDMENT

Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Board determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as

Page 3 of 5

practical the Donor(s) original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donor(s) regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donor(s) in such a consultation.

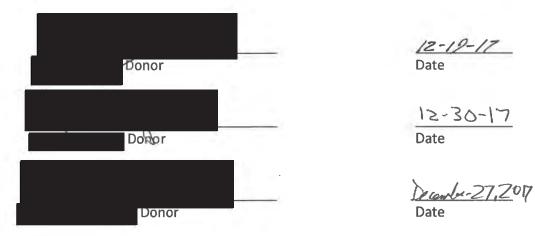
#### VII. MISCELLANEOUS

No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee. This document constitutes a "gift instrument" within the meaning of and governed by the Uniform Prudent Management of Institutional Funds Act, North Dakota Century Code Chapter 59-21, and this document constitutes the entire gift instrument with respect to all contributions to the Fund. This MOU and the Fund shall be governed by the laws of the State of North Dakota which relate to endowment funds.

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### VIII. IN WITNESS WHEREOF

The Foundation and the Donor(s) have caused this Agreement to be executed in duplicate as of the date of the last signature below.



NORTH DAKOTA STATE UNIVERSITY FOUNDATION AND ALUMNI ASSOCIATION

ohn R. Glover, President/CEO

1.10.18 Date

### IX. ACCEPTANCE

The undersigned University officials hereby acknowledge having reviewed the terms and conditions and agrees to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

**NORTH DAKOTA STATE UNIVERSITY** 

Dr. Laura Oster-Aaland, Vice Provost

Enrollment Management and Student Affairs

) - <u>8</u> - <u>18</u>

Jeff Jacobs, Director

Financial Aid and Scholarships

1-5-2018

Date



### FOUNDATION AND ALUMNI ASSOCIATION

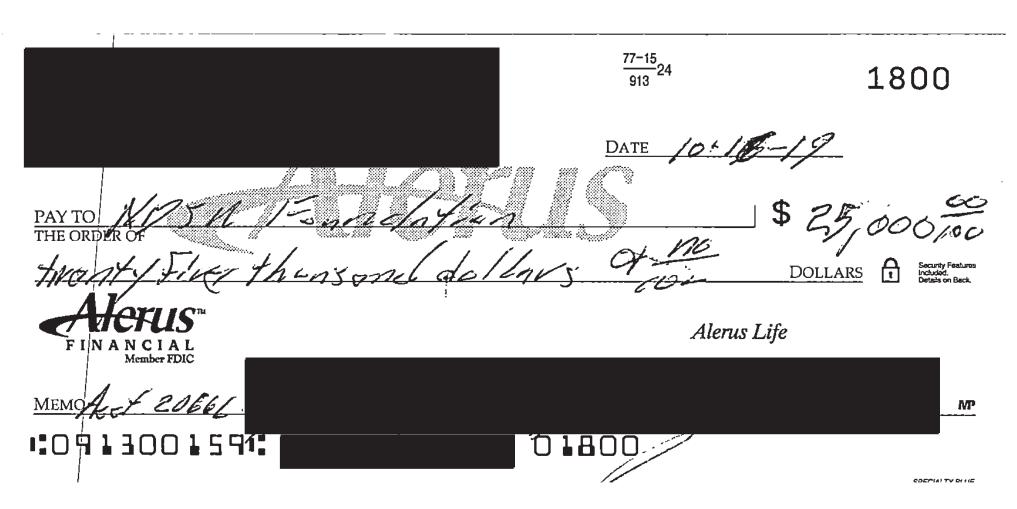
1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

### **GIFT/PLEDGE FORM** DONOR INFORMATION Name(s) (Please print) City, State, ZIP Address Phone E-mail GIFT DESIGNATION I/We wish my/our gift to be designated to the General scholarship (list the college/department) OR following fund: General benefit (list the college/department) Acat 20666 Other OUTRIGHT GIFT I/We wish to make an outright gift of \$\_ \_ payable to "NDSU Foundation" (check enclosed). to my/our credit card. ☐ I/We wish to charge this gift of \$ Please go to www.ndsufoundation.com/give to enter credit card information OR Please call the Foundation Accounting Office at 701-231-6800 to make a credit card payment over the phone. **PLEDGE** (Pledge reminders will be sent) Paid in equal installments of \$ 15 Ado Quarterly Semi-Annually Annually Beginning 6 4 (mo/yr) for 2020 years (Not to exceed 5 years) My/our first pledge installment is enclosed. Paid in annual installments of \$ **CORPORATE MATCHING GIFTS** [ ] I (or) [ ] my spouse/partner will apply for a matching gift with our employer. Company Name(s) (While matching gifts received from your employer will count towards your recognition level, it does not fulfill your personal commitment as indicated above.) DONOR(S) SIGNATURE(S) (Sign here for pledges)

Thank you for your support of North Dakota State University!

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DCS-Rev 11/6/18





### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION

NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted Name of College or University 12/19/19 North Dakota State University **Email Address** Name of Contact Daytime Telephone Number dean.bresciani@ndsu.edu Dean L. Bresciani, President 701-231-7211 Name of Project Brothers Engineering Scholarship - 20667 Description of Project This endowment fund will provide scholarship opportunities for students pursuing a degree at NDSU within the College of Engineering, Department of Civil and Environmental Engineering. Briefly explain how this project advances the academic mission of the institution. A core mission of the University is to educate students and prepare them in becoming competent, ethical professionals and citizens committed to lifelong learning. This fund will help provide ongoing financial support for students attaining their educational goals at NDSU. Project is advancing academics through: Endowed Chair(s) Research Scholarships Technology Educational Infrastructure **Total Project Amount** Total Private/Nonprofit Donation \$50,000 \$75,000 Pledge Amount Cash Amount \$40,000 \$10,000 State Grant Request Other Sources (if applicable) \$25.000 If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule. \$10K installments due December 2020 thru 2023 Please provide documentation for the following: Community support Student support Private or nonprofit donation (Names may be redacted at the request of anonymous donors) Date of Committee Review Budget Section Approval Required Yes No 12-19-2019 Date Scope Approved Date Scope Denied Date of Budget Section Approval Granted

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

## North Dakota State University Foundation and Alumni Association Engineering Scholarship

### Scholarship Endowment Fund Memorandum of Understanding

### I. ESTABLISHMENT

This Memorandum of Understanding ("MOU") is made and entered into by and between (the "Donor(s)") and the North Dakota State University

Foundation and Alumni Association, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the Scholarship, (the "Fund"), an endowed scholarship fund of the Foundation, per the terms of this MOU, for the permanent benefit of North Dakota State University ("the University").

### II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University for the College of Engineering, Department of Civil and Environmental Engineering (the "College/Dept") according to the criteria set out below.

### Legacy Statement:

Department of Civil and Environmental Engineering. graduated with a degree in electrical and electronic engineering in this education at NDSU in general, and the Electrical Engineering Department in particular, were vital components of success in his career in the computer and medical device industries. To all recipients of the annual scholarships, wish you well in your academic and career endeavors.

### III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donor(s) through a gift and matching gift equaling \$27,000. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donor(s) designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.

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### IV. USE OF FUNDS

The Dean of the College of Engineering of the University (the "Administering Authority") shall be responsible for determining the process for recipient selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

### A. Recipient Eligibility Criteria:

- 1. Be properly enrolled as a full-time junior or senior at North Dakota State University at the time of disbursement.
- 2. Pursuing a major in Civil Engineering.
- 3. Cumulative GPA of 2.5 or above.
- 4. Preference to a student who graduated from a Minnesota high school.
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the above stated criteria.
- C. <u>Number and Amount</u>: The number of recipients each year and the amounts awarded to each student shall be decided at the discretion of the Administering Authority and will vary according to the amount available to award and the needs of the students.
  - Donor(s) preference is for 1 scholarship annually.

#### V. MANAGEMENT AND CUSTODY OF FUNDS

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

A. For purposes of investment, the Foundation shall commingle the assets of the Fund with its other endowment assets in the Foundation's Endowment Pooled Investment Portfolio (the "Endowment Pool"). The Endowment Pool is managed on a unitized basis with the valuation of individual units determined on a quarterly basis. A contribution to this Fund will be invested in the Endowment Pool on the first day of the quarter following receipt of that contribution at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.

- B. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.
- C. The annual amount appropriated by the Foundation and made available for distribution from the Fund will be determined by the Foundation's endowment spending policies as defined by its Executive Governing Board (the "Board") and shall only be used for the purposes authorized by this Agreement.
- D. The annual amount shall be appropriated from Fund Assets other than income to the extent that Fund Income is insufficient. All income of the Fund not appropriated in a given year shall continue to be held in the Fund and administered according to this MOU.

### VI. AMENDMENT

Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Board determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as practical the Donor(s) original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donor(s) regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donor(s) in such a consultation.

### VII. MISCELLANEOUS

No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee. This document constitutes a "gift instrument" within the meaning of and governed by the Uniform Prudent Management of Institutional Funds Act, North Dakota Century Code Chapter 59-21, and this document constitutes the entire gift instrument with respect to all contributions to the Fund. This MOU and the Fund shall be governed by the laws of the State of North Dakota which relate to endowment funds.

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### VIII. IN WITNESS WHEREOF

The Foundation and the Donor(s) have caused this Agreement to be executed in duplicate as of the date of the last signature below.

NORTH DAKOTA STATE UNIVERSITY FOUNDATION AND ALUMNI ASSOCIATION

John R. Glover, President/CEO

Date

### IX. ACCEPTANCE

The undersigned University officials hereby acknowledge having reviewed the terms and conditions and agrees to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

NORTH DAKOTA STATE UNIVERSITY

Dr. Michael Kessler, Dean College of Engineering Date

Dr. Xuefeng Chu, Interim Chair

Chu Xuefo

Date

Department of Civil and Environmental Engineering



DoD AD

### FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

DONOR IN	GIFT,	/PLEDGE	FORM	OCT 1 7 20 9
Name(s) (Plea	se print)			
Address		City, Stat	e, ZIP	
Phone		E-mail		
GIFT DESIC I/We wish my following fun	our gift to be designated to the	OR	☐ General scholarsh	ip (list the college/department
			General benefit (li	st the college/department)
Scholarshi	p Fund #20667		Other	
☐ I/We wish Pleas	GIFT to make an outright gift of \$ to charge this gift of \$ e go to www.ndsufoundation.com/give e call the Foundation Accounting Office	to enter cred	_ to my/our credit card. lit card information OR	
Paid in eq Beginning _ My/our	to pledge a total gift of \$25,000  ual installments of \$5,000  12,31.19 (mo/yr) for 5  first pledge installment is enclosed. ould like to automate my/our pledge thr		ot to exceed 5 years)	Annually Annually
	to supplement my/our endowment gift n annual installments of \$			for immediate use.
	TE MATCHING GIFTS y spouse/partner will apply for a matching ame(s)	ng gift with o	ur employer.	
(While matching indicated above.	gifts received from your employer will count tow	ards your recog	nition level, it does not fulfill yo	our personal commitment as
	IGNATURE(S)			Date 10-10-19
	Thank you for your supp	ort of Nort	h Dakota State Unive	ersity!

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code

Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DCS-Rev 11/6/18

m . 11 IRA Rollover 108 12 Oct 19 62-15/311 Date Pay to the Order of\_ No Federal or State Taxes Withheld The Bank of New York Mellon 1 Wall Street New York, NY 10286 charles SCHWAB For Direct \$5,000 to Fund #20667 Vin Milk 15 11 



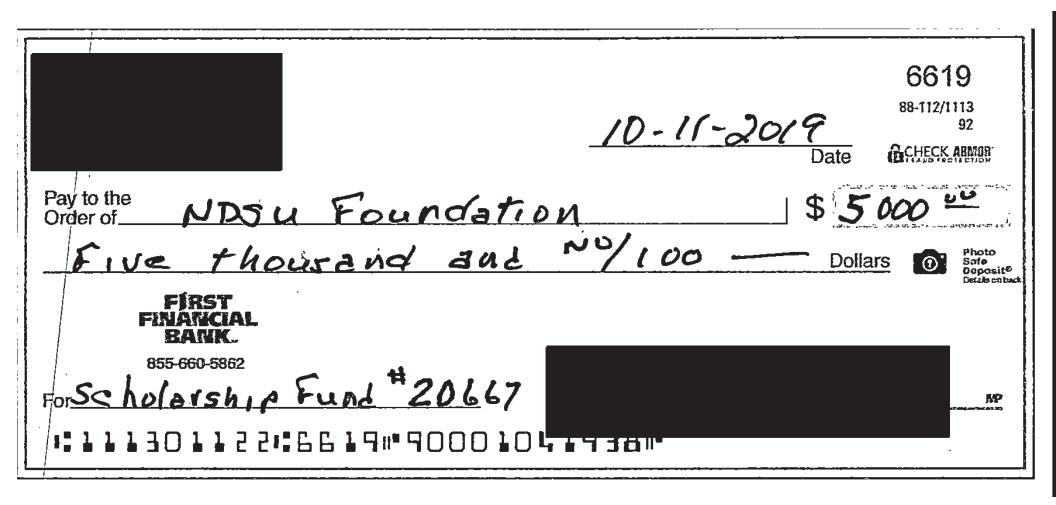
### FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

DONOR INFORMATION	GIFT/PLED	GE FORM	OCT 1 5 2019
Name(s) (Please print)			
Address	City	, State, ZIP	
Phone	E-m	ail	
GIFT DESIGNATION  I/We wish my/our gift to be designed following fund:	gnated to the O		scholarship (list the college/department
Scholarship Fund #20667		Other	penefit (list the college/department)
Please call the Foundation  PLEDGE  I/We wish to pledge a total give paid in equal installments of \$1.31.19  I/My/our first pledge installments.	of \$	to my/our cree r credit card informat 231-6800 to make a  (Pledge remin Quarterly ars (Not to exceed 5 years	tion OR  credit card payment over the phone.  ders will be sent)  Semi-Annually Annually
I/We wish to supplement my/		separate pledge of \$_ _ per year for	
CORPORATE MATCHING		with our employer.	
(While matching gifts received from your indicated above.)  DONOR(S) SIGNATURE(S)	employer will count towards you	r recognition level, it does l	Date 10-11-19
(Sign here for pledges)	ou for your support of	North Dakota Sta	· ·

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DOD AD





# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College of	r University		
12/19/19	North Dakota St	ate University		
Name of Contact		Daytime Telephone Number	Email Address	
Dean L. Bresciani	, President	701-231-7211	dean.bresciani@ndsu.edu	
Name of Project				
Endowed Scholar	ship - 20710			
Description of Project This endowment fund will provide scholarship opportunities for students pursuing a degree at NDSU within the College of Engineering.				
Briefly explain how t	his project advance	es the academic mission of the inst	itution.	
A core mission of the University is to educate students and prepare them in becoming competent, ethical professionals and citizens committed to lifelong learning. This fund will help provide ongoing financial support for students attaining their educational goals at NDSU.				
Duningt in advancing		h.		
Project is advancing Research	Scholarships	Technology Endowed Ch	nair(s) Educational Infrastructure	
Total Project Amour	- nt	Total Private/Nonprofit Donation		
\$78,948		\$52,632		
		Pledge Amount	Cash Amount	
		\$26,316	\$26,316	
State Grant Reques	t	Other Sources (if applicable)		
\$26,316				
If the donation is pro	vided in the form o	f a pledge, please provide a detaile	ed cash flow schedule.	
\$5,264 insta	Ilments due	December 2019 thru	2023	
Please provide docu	support port	ollowing: Names may be redacted at the requ	uest of anonymous donors)	
Date of Committee	Review		Budget Section Approval Required	
12-19-2019			Yes No	
Date Scope Approv	ed Date Sco	pe Denied	Date of Budget Section Approval Granted	

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

## North Dakota State University Foundation and Alumni Association Endowed Scholarship

### Scholarship Endowment Fund Memorandum of Understanding

### I. ESTABLISHMENT

This Memorandum of Understanding ("MOU") is made and entered into by and between (the "Donor(s)") and the North Dakota State University

Foundation and Alumni Association, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the 

Endowed Scholarship, (the "Fund"), an endowed scholarship fund of the Foundation, per the terms of this MOU, for the permanent benefit of North Dakota State University ("the University").

### II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University for the College of Engineering (the "College/Dept") according to the criteria set out below.

### III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donor(s) through a deferred gift. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donor(s) designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.

### IV. USE OF FUNDS

The Dean of the College of Engineering of the University (the "Administering Authority") shall be responsible for determining the process for recipient selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

### A. Recipient Eligibility Criteria:

1. Be properly enrolled as a full-time student at North Dakota State University at the time of disbursement.

- 2. Be pursuing a major within the College of Engineering.
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the above stated criteria.
- C. Number and Amount: The number of recipients each year and the amounts awarded to each student shall be decided at the discretion of the Administering Authority and will vary according to the amount available to award and the needs of the students.

### V. MANAGEMENT AND CUSTODY OF FUNDS

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

- A. For purposes of investment, the Foundation shall commingle the assets of the Fund with its other endowment assets in the Foundation's Endowment Pooled Investment Portfolio (the "Endowment Pool"). The Endowment Pool is managed on a unitized basis with the valuation of individual units determined on a quarterly basis. A contribution to this Fund will be invested in the Endowment Pool on the first day of the quarter following receipt of that contribution at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.
- B. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.
- C. The annual amount appropriated by the Foundation and made available for distribution from the Fund will be determined by the Foundation's endowment spending policies as defined by its Executive Governing Board (the "Board") and shall only be used for the purposes authorized by this Agreement.
- D. The annual amount shall be appropriated from Fund Assets other than income to the extent that Fund Income is insufficient. All income of the Fund not appropriated in a given year shall continue to be held in the Fund and administered according to this MOU.

Page 2 of 4

M Versen Fund #20710

#### VI. AMENDMENT

Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Board determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as practical the Donor(s) original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donor(s) regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donor(s) in such a consultation.

### VII. MISCELLANEOUS

No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee. This document constitutes a "gift instrument" within the meaning of and governed by the Uniform Prudent Management of Institutional Funds Act, North Dakota Century Code Chapter 59-21, and this document constitutes the entire gift instrument with respect to all contributions to the Fund. This MOU and the Fund shall be governed by the laws of the State of North Dakota which relate to endowment funds.

Page 3 of 4

M Versen Fund #20718

### VIII. IN WITNESS WHEREOF

The Foundation and the Donor(s) have caused this Agreement to be executed in duplicate as of the date of the last signature below.



NORTH DAKOTA STATE UNIVERSITY FOUNDATION AND ALUMNI ASSOCIATION

ACCEPTANCE

IX.

The undersigned University officials hereby acknowledge having reviewed the terms and conditions and agree to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

NORTH DAKOTA STATE UNIVERSITY

John R. Glover, President/CEO

Dr. Kenneth Grafton, Interim Provost

Dr. Michael Kessler, Dean College of Engineering

Date

Date



DoD\_cc/lo

### FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

### **GIFT/PLEDGE FORM**

DONOR INFORMATION		
Name(s) (Please print)		
Address	City, State	e. ZIP
Phone	E-mail	
GIFT DESIGNATION  I/We wish my/our gift to be designated to the following fund:  20710  Endowed Scholarship.	OR	General scholarship (list the college/department) College of Engineering General benefit (list the college/department)  Other
Please go to www.ndsufoundation.com/glv	e to enter cred	Fig. (consequence)  Learning payable to "NDSU Foundation" (check enclosed)  to my/our credit card.  dit card information OR  5800 to make a credit card payment over the phone.
PLEDGE  ✓ I/We wish to pledge a total gift of \$ 26,316  Paid in equal installments of \$ 5,263.20  Beginning December 2020 (mo/yr) for five My/our first pledge installment is enclosed.	years (No	(Pledge reminders will be sent)  ☐ Quarterly ☐ Semi-Annually ✓ Annually
I/We wish to supplement my/our endowment g Paid in annual installments of \$	ift with a separ	rate pledge of \$ for immediate use.
CORPORATE MATCHING GIFTS  I (or) my spouse/partner will apply for a match Company Name(s)	ning gift with o	our employer.
(While matching gifts received from your employer will count to indicated above.)	owards your recog	mitian level, it does not fulfill your personal commitment as
DONOR(S) SIGNATURE(S) (Sign here for pledges)		Date 11/3/2019 Date 11/3/2019
		th Dakota State University!

advisor. The Foundation is organized as a North Dakata nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code

Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DCS-Rev 11/6/18

### **Nancy Holm**

From: Allyson Peterson

**Sent:** Wednesday, September 18, 2019 1:10 PM **To:** Josh Andres; Justin Helgeson; Nancy Holm

**Subject:** FW: Incoming Wire Transfer

FYI

ALLYSON PETERSON, CPA '07
Senior Vice President of Finance and Operations / CFO

NDSU Foundation and Alumni Association p: 701.231.6820

### CONFIDENTIAL NOTICE:

The contents of this email message and any attachments are intended solely for the addressee(s) and may contain confidential and/or privileged information and may be legally protected from disclosure. If you are not the intended recipient of this message or their agent, or if this message has been addressed to you in error, please immediately alert the sender by reply email and then delete this message and any attachments. If you are not the intended recipient, you are hereby notified that any use, dissemination, copying, or storage of this message or its attachments is strictly prohibited.

----Original Message----

From

Sent: Wednesday, September 18, 2019 11:52 AM To: Allyson Peterson <allyson@ndsualumni.com>

Subject: Incoming Wire Transfer

Your wire transfer on 09/18/19, in the amount of \$26,316.00, was received from Contact our Wire

Transfer department at (701) 298-1563 if you have any questions regarding this transaction. Refer to wire sequence number 35949416 in your inquiry.

Sending FI: 026007993

OMAD: 20190918GMQFMP0101051009181249

IMAD: 20190918B6B7IK2C000784

Credited to account ending with 655

Originator Address:

Originator to Beneficiary Information:

DONORS:

TH

00605020190918PW



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University				
12/19/19	North Da	kota Sta	ate University		
Name of Contact			Daytime Telephone Numb	er	Email Address
Dean L. Bresciani	i, Presider	nt	701-231-7211		dean.bresciani@ndsu.edu
Name of Project		•			
Landscape Archit	ecture En	dowme	nt - 20751		
Description of Proje	ct				
			ip opportunities for students   nt of Architecture and Landso		a degree at NDSU within the College of Arts, nitecture.
Briefly explain how t	this project	advance	s the academic mission of	the inst	itution.
A core mission of the University is to educate students and prepare them in becoming competent, ethical professionals and citizens committed to lifelong learning. This fund will help provide ongoing financial support for students attaining their educational goals at NDSU.					
Project is advancing Research	g academic Scholars			wed Ch	nair(s) Educational Infrastructure
Total Project Amour	nt		Total Private/Nonprofit Donation		
\$75,000			\$50,000		
			Pledge Amount		Cash Amount
			\$40,000		\$10,000
State Grant Reques	t		Other Sources (if applicat	ole)	
\$25,000					
If the donation is pro	ovided in the	e form o	f a pledge, please provide	a detaile	ed cash flow schedule.
\$10K installr	nents d	lue S	eptember 2020 t	hru 2	023
Please provide docu	support oport			the req	uest of anonymous donors)
Date of Committee Review					Budget Section Approval Required
12-19-2019			Yes VNo		Yes No
Date Scope Approv	ed D	ate Sco	pe Denied		Date of Budget Section Approval Granted

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

## North Dakota State University Foundation Fund

### Scholarship Endowment Fund Memorandum of Understanding

### I. ESTABLISHMENT

This Memorandum of Understanding ("MOU") is made and entered into by and between (the "Donor(s)") and the North Dakota
State University Foundation, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the Fund, (the "Fund"), an endowed scholarship fund of the Foundation, per the terms of this MOU, for the permanent benefit of North Dakota State University ("the University").

### II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University for the College of Arts, Humanities, and Social Sciences, Department of Architecture and Landscape Architecture (the "College/Dept") according to the criteria set out below.

#### III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donor(s) through a pledge. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donor(s) designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.

### IV. USE OF FUNDS

The Dean of the College of Arts, Humanities, and Social Sciences of the University (the "Administering Authority") shall be responsible for determining the process for recipient selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

### A. Recipient Eligibility Criteria:

1. Be properly enrolled as a full-time student at North Dakota State University at the time of disbursement.

Hollingsworth Fund

- 2. Be pursuing a major in Landscape Architecture.
- 3. Demonstrate financial need as determined by the Office of Financial Aid and Scholarships with preference to students from middle-income families. Middle income will be determined as not eligible for a Pell Grant but eligible for federal financial aid. Recipients will be verified by the office of Financial Aid and Scholarships.
- 4. Preference to a student who grew up in a single-parent household.
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the above stated criteria.
- C. <u>Number and Amount</u>: The number of recipients each year and the amounts awarded to each student shall be decided at the discretion of the Administering Authority and will vary according to the amount available to award and the needs of the students.

### V. MANAGEMENT AND CUSTODY OF FUNDS

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

- A. For purposes of investment, the Foundation shall commingle the assets of the Fund with its other endowment assets in the Foundation's Endowment Pooled Investment Portfolio (the "Endowment Pool"). The Endowment Pool is managed on a unitized basis with the valuation of individual units determined on a quarterly basis. A contribution to this Fund will be invested in the Endowment Pool on the first day of the quarter following receipt of that contribution at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.
- B. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.
- C. The annual amount appropriated by the Foundation and made available for distribution from the Fund will be determined by the Foundation's endowment spending policies as defined by its Executive Governing Board (the "Board") and shall only be used for the purposes authorized by this Agreement.

W Hollingsworth #20751

D. The annual amount shall be appropriated from Fund Assets other than income to the extent that Fund Income is insufficient. All income of the Fund not appropriated in a given year shall continue to be held in the Fund and administered according to this MOU.

#### VI. AMENDMENT

Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Board determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as practical the Donor(s) original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donor(s) regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donor(s) in such a consultation.

#### VII. MISCELLANEOUS

No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee. This document constitutes a "gift instrument" within the meaning of and governed by the Uniform Prudent Management of Institutional Funds Act, North Dakota Century Code Chapter 59-21, and this document constitutes the entire gift instrument with respect to all contributions to the Fund. This MOU and the Fund shall be governed by the laws of the State of North Dakota which relate to endowment funds.

Page 3 of A

W Hollingsworth Fund #20751

### VIII. IN WITNESS WHEREOF

The Foundation and the Donor(s) have caused this Agreement to be executed in duplicate as of the date of the last signature below.

Donor Date

NORTH DAKOTA STATE UNIVERSITY FOUNDATION

John R. Glover, President/CEO Date

### IX. ACCEPTANCE

The undersigned University officials hereby acknowledge having reviewed the terms and conditions and agree to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

NORTH DAKOTA STATE UNIVERSITY

Dr. David Bertolini, Dean

College of Arts, Humanities, and Social Sciences

11.8.19 Date

Dr. Michael Strand, Interim Chair

Department of Architecture and Landscape Architecture

0 30 17 Date



### FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

### GIFT/PLEDGE FORM DONOR INFORMATION Name(s) (Please print) Address City, State, ZIP Phone E-mail GIFT DESIGNATION I/We wish my/our gift to be designated to the General scholarship (list the college/department) OR following fund: General benefit (list the college/department) Scholarship Other **OUTRIGHT GIFT** I/We wish to make an outright gift of \$ \_ payable to "NDSU Foundation" (check enclosed). I/We wish to charge this gift of \$ to my/our credit card. Please go to www.ndsufoundation.com/give to enter credit card information OR Please call the Foundation Accounting Office at 701-231-6800 to make a credit card payment over the phone. PLEDGE We wish to pledge a total gift of \$ 50,000 (Pledge reminders will be sent) Paid in equal installments of \$\_\_\_\_\_\_\_(O,000 Quarterly Semi-Annually Annually (mo/yr) for 5 years (Not to exceed 5 years) My/our first pledge installment is enclosed. I/We would like to automate my/our pledge through recurring ACH or credit card payments (Accounting will contact you). ☐ I/We wish to supplement my/our endowment gift with a separate pledge of \$ for immediate use. Paid in annual installments of \$\_\_\_\_\_\_ per year for \_\_\_\_\_ years CORPORATE MATCHING GIFTS I (or) my spouse/partner will apply for a matching gift with our employer. Company Name(s) (While matching gifts received from your employer will count towards your recognition level, it does not fulfill your personal commitment as indicated above.) DONOR(S) SIGNATURE(S) (Sign here for pledges)

Thank you for your support of North Dakota State University!

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code

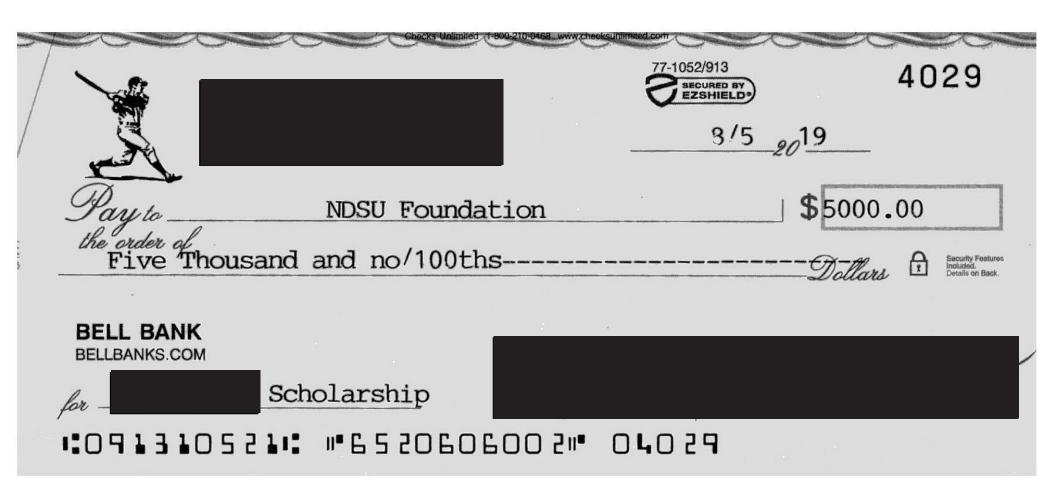
Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

Revised 11/6/18

2221 77-0003/0913 DATE PAY TO THE NDSU FOUNDATION

FIVE THOSE AND SWA Photo Safe Deposit® DOLLARS Details on back BANK WEST BNP PARIBAS FOR MP 05557

Harland Clarke





ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College	or University			
12/19/19	North Dakota S	tate University			
Name of Contact		Daytime Telephone Number	Email Address		
Dean L. Bresciani	i, President	701-231-7211	dean.bresciani@ndsu.edu		
Name of Project					
Design-Build Scho	olarship - 20762				
Description of Project	ct				
	This endowment fund will provide scholarship opportunities for students pursuing a degree at NDSU within the College of Arts, Humanities and Social Sciences, Department of Architecture and Landscape Architecture.				
Briefly explain how t	his project advanc	ces the academic mission of the ins	titution.		
A core mission of the	University is to educ		ming competent, ethical professionals and		
Project is advancing					
Research _	Scholarships	Technology Endowed Cl	nair(s) Educational Infrastructure		
Total Project Amour	nt	Total Private/Nonprofit Donation			
\$75,000		\$50,000			
		Pledge Amount	Cash Amount		
		\$50,000			
State Grant Reques \$25,000	t	Other Sources (if applicable)			
' '	ovided in the form		ed cash flow schedule.		
		September 2020 thru 2			
Please provide docu	support pport	following: (Names may be redacted at the req	uest of anonymous donors)		
Date of Committee	Review		Budget Section Approval Required		
12-19-2019			Yes √No		
Date Scope Approv	ed Date Sc	ope Denied	Date of Budget Section Approval Granted		

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

## North Dakota State University Foundation Scholarship

### Scholarship Endowment Fund Memorandum of Understanding

#### I. ESTABLISHMENT

This Memorandum of Understanding ("MOU") is made and entered into by and between (the "Donor(s)") and the North Dakota State University Foundation, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the **Cholarship**, (the "Fund"), an endowed scholarship fund of the Foundation, per the terms of this MOU, for the permanent benefit of North Dakota State University ("the University").

### II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University for the College of Arts, Humanities and Social Sciences, Department of Architecture and Landscape Architecture (the "College/Dept") according to the criteria set out below.

### **Legacy Statement:**

Creative architectural design work is elevated by an understanding the of construction systems involved. Similarly, construction requires the technical understanding of building systems and in turn is elevated when architectural design goals are realized in the built form. The interdependence of design and construction is best promoted by individuals that communicate and advocate for integrating design and construction.

### III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donor(s) through a pledge. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donor(s) designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.

### IV. USE OF FUNDS

The Dean of the College of Arts, Humanities and Social Sciences of the University (the "Administering Authority") shall be responsible for determining the process for recipient

Forei #2/1762

selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

### A. Recipient Eligibility Criteria:

- 1. Be properly enrolled as a full-time sophomore, junior or senior at North Dakota State University at the time of disbursement.
- 2. Be pursuing a major in Architecture with preference to a student pursuing a minor in Construction Management or with construction experience, interest in construction, or demonstrates a knowledge of construction.
- 3. Demonstrates strong verbal communication skills within the classroom.
- 4. Have graduated from a high school in North Dakota or Northwestern or West Central Minnesota (defined as the counties of Kittson, Roseau, Lake of the Woods, Marshall, Beltrami, Polk, Pennington, Red Lake, Clearwater, Norman, Mahnomen, Hubbard, Clay, Becker, Wilkin, Otter Tail, Traverse, Grant, Douglas, Stevens, and Pope).
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the above stated criteria.
- A. <u>Number and Amount</u>: The number of recipients each year and the amounts awarded to each student shall be decided at the discretion of the Administering Authority and will vary according to the amount available to award and the needs of the students.
  - Donor(s) preference is for one \$5,000 scholarship annually depending on available spending allocation.

### V. MANAGEMENT AND CUSTODY OF FUNDS

Page 2 of 4

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

A. For purposes of investment, the Foundation shall commingle the assets of the Fund with its other endowment assets in the Foundation's Endowment Pooled Investment Portfolio (the "Endowment Pool"). The Endowment Pool is managed on a unitized basis with the valuation of individual units determined on a quarterly basis. A contribution to this Fund will be invested in the Endowment Pool on the

M Anderson Fund #20752 first day of the quarter following receipt of that contribution at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.

- B. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.
- C. The annual amount appropriated by the Foundation and made available for distribution from the Fund will be determined by the Foundation's endowment spending policies as defined by its Executive Governing Board (the "Board") and shall only be used for the purposes authorized by this Agreement.
- D. The annual amount shall be appropriated from Fund Assets other than income to the extent that Fund Income is insufficient. All income of the Fund not appropriated in a given year shall continue to be held in the Fund and administered according to this MOU.

### VI. AMENDMENT

Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Board determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as practical the Donor(s) original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donor(s) regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donor(s) in such a consultation.

### VII. MISCELLANEOUS

No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee. This document constitutes a "gift instrument" within the meaning of and governed by the Uniform Prudent Management of Institutional Funds Act, North Dakota

Page 3 of 4

M Anderson Fund #20762 Century Code Chapter 59-21, and this document constitutes the entire gift instrument with respect to all contributions to the Fund. This MOU and the Fund shall be governed by the laws of the State of North Dakota which relate to endowment funds.

### VIII. IN WITNESS WHEREOF

The Foundation and the Donor(s) have caused this Agreement to be executed in duplicate as of the date of the last signature below.

Donor

10.30.19

Date

NORTH DAKOTA STATE UNIVERSITY FOUNDATION

John R. Glover, President/CEO

Date

### IX. ACCEPTANCE

The undersigned University officials hereby acknowledge having reviewed the terms and conditions and agree to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

NORTH DAKOTA STATE UNIVERSITY

Dr. David Bertolini, Dean

College of Arts, Humanities and Social Sciences

Date

Date

Dr. Michael Strand, Interim Chair

Department of Architecture and Landscape Architecture



## FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

	T/PLEDGE	FORM
DONOR INFORMATION		OCT 2.5
_ Name(s) (Please print)	<u></u>	
Address	City, Stat	ę, ZĮP
Phone	-	
Phone	E-mail	
GIFT DESIGNATION		
I/We wish my/our gift to be designated to the following fund:	OR	General scholarship (list the college/department
		General benefit (list the college/department)
Scholarship	4	Other
Please go to www.ndsufoundation.com/giv	e to enter crec	
PLEDGE		
I/We wish to pledge a total gift of \$ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	years (No	it to exceed 5 years)
My/our first pledge installment is enclosed.  I/We would like to automate my/our pledge the supplement my/our endowment gives the supplement git gives the supplement gives the supplement gives the supplement	years (No hrough recurri ift with a separ	ng ACH or credit card payments (Accounting will contact you, rate pledge of \$
I/We wish to pledge a total gift of \$	years (No hrough recurri ift with a separ	ng ACH or credit card payments (Accounting will contact you, rate pledge of \$
I/We wish to pledge a total gift of \$	years (No hrough recurring ift with a sepan per	ng ACH or credit card payments (Accounting will contact you, rate pledge of \$ for immediate use year for years
I/We wish to pledge a total gift of \$	years (No hrough recurring ift with a sepan per per	ing ACH or credit card payments (Accounting will contact you, rate pledge of \$ for immediate use year for years
I/We wish to pledge a total gift of \$	years (No hrough recurring ift with a sepan per per	ing ACH or credit card payments (Accounting will contact you) rate pledge of \$ for immediate use. year for years  ur employer.

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DoD \_\_\_\_\_ DCS-Rev 11/6/18



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University				
12/19/19	North Dakota State University				
Name of Contact		Daytime Telephone	Number	Email Address	
Dean L. Bresciani	i, Presid	ent	701-231-7211		dean.bresciani@ndsu.edu
Name of Project					
Endowed Scholar	ship - 20	)774			
Description of Project	ct				
	This endowment fund will provide scholarship opportunities for students pursuing a degree at NDSU within the College of Human Sciences and Education, Department of Apparel, Merchandising, Interior Design and Hospitality Management.				
A core mission of the citizens committed to	Briefly explain how this project advances the academic mission of the institution.  A core mission of the University is to educate students and prepare them in becoming competent, ethical professionals and citizens committed to lifelong learning. This fund will help provide ongoing financial support for students attaining their educational goals at NDSU.				
Project is advancing	academ	ics throug	h:		
			Technology	Endowed Ch	air(s) Educational Infrastructure
Total Project Amour	nt		Total Private/Nonp	rofit Donation	
\$75,000			\$50,000		
		·	Pledge Amount		Cash Amount
					\$50,000
State Grant Request \$25,000		Other Sources (if a	,		
If the donation is pro \$50K receive				rovide a detaile	ed cash flow schedule.
Please provide documentation for the following:					
Date of Committee Review 12-19-2019					Budget Section Approval Required Yes No
Date Scope Approv	pproved Date Scope Denied			Date of Budget Section Approval Granted	

Submit completed form and all documentation to: patty.schock @ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# North Dakota State University Foundation and Alumni Association Endowed Scholarship

# Scholarship Endowment Fund Memorandum of Understanding

### I. ESTABLISHMENT

This Memorandum of Understanding ("MOU") is made and entered into by and between (the "Donor(s)") and the North Dakota State University Foundation and Alumni Association, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the Indowed Scholarship, (the "Fund"), an endowed scholarship fund of the Foundation, per the terms of this MOU, for the permanent benefit of North Dakota State University (the "University").

## II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University for the College of Human Sciences and Education, Department of Apparel, Merchandising, Interior Design and Hospitality Management (the "College/Dept") according to the criteria set out below.

## **Legacy Statement:**

Recognizing the importance of higher education, this fund is created to assist students with their personal educational and career goals. Although my career path took me into politics, I still credit the background and knowledge I acquired at NDSU as beneficial. NDSU was instrumental in my development and I wish it to be so for many others.

## III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donor(s) through a gift. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donor(s) designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.



# IV. USE OF FUNDS

The Dean of the College of Human Sciences and Education of the University (the "Administering Authority") shall be responsible for determining the process for recipient selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

# A. Recipient Eligibility Criteria:

- 1. Be properly enrolled as a full-time sophomore, junior or senior at North Dakota State University at the time of disbursement.
- 2. Be pursuing a major within the College of Human Sciences and Education with preference to a major in apparel, retail merchandising, and design.
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the above stated criteria.
- C. <u>Number and Amount</u>: The number of recipients each year and the amounts awarded to each student shall be decided at the discretion of the Administering Authority and will vary according to the amount available to award and the needs of the students.
  - The Donor(s) preference is for one \$5,000 or two \$2,500 scholarships annually and will supplement when necessary to reach preference.

# V. MANAGEMENT AND CUSTODY OF FUNDS

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

A. For purposes of investment, the Foundation shall commingle the assets of the Fund with its other endowment assets in the Foundation's Endowment Pooled Investment Portfolio (the "Endowment Pool"). The Endowment Pool is managed on a unitized basis with the valuation of individual units determined on a quarterly basis. A contribution to this Fund will be invested in the Endowment Pool on the first day of the quarter following receipt of that contribution at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.

Page 2 of 4

- B. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.
- C. The annual amount appropriated by the Foundation and made available for distribution from the Fund will be determined by the Foundation's endowment spending policies as defined by its Executive Governing Board (the "Board") and shall only be used for the purposes authorized by this Agreement.
- D. The annual amount shall be appropriated from Fund Assets other than income to the extent that Fund Income is insufficient. All income of the Fund not appropriated in a given year shall continue to be held in the Fund and administered according to this MOU.

### VI. AMENDMENT

Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Board determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as practical the Donor(s) original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donor(s) regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donor(s) in such a consultation.

## VII. MISCELLANEOUS

No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee. This document constitutes a "gift instrument" within the meaning of and governed by the Uniform Prudent Management of Institutional Funds Act, North Dakota Century Code Chapter 59-21, and this document constitutes the entire gift instrument with respect to all contributions to the Fund. This MOU and the Fund shall be governed by the laws of the State of North Dakota which relate to endowment funds.

Page 3 of 4

T Olselvlager Fund #20774

# VIII. IN WITNESS WHEREOF

The Foundation and the Donor(s) have caused this Agreement to be executed in duplicate as of the date of the last signature below.



NORTH DAKOTA STATE UNIVERSITY FOUNDATION AND ALUMNI ASSOCIATION

Mul Ha	10-29-19	
John R. Glover, President/CEO	Date	

# IX. ACCEPTANCE

The undersigned University officials hereby acknowledge having reviewed the terms and conditions and agree to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

NORTH DAKOTA STATE UNIVERSITY

Dr. Margaret Fitzgerald, Dean

College of Human Sciences and Education

0 28 19 Date

Dr. Kwangsoo Park, Head

Department of Apparel, Merchandising, Interior Design and Hospitality Management Date



DOD TO

# FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

# GIFT/PLEDGE FORM OCT 1 6 2019 DONOR INFORMATION Name(s) (Please print) Address City, State, ZIP E-mail Phone **GIFT DESIGNATION** I/We wish my/our gift to be designated to the General scholarship (list the college/department) OR following fund: General benefit (list the college/department) Other **OUTRIGHT GIFT** √ I/We wish to make an outright gift of \$ 50,000 payable to "NDSU Foundation" (check enclosed). ☐ I/We wish to charge this gift of \$\_\_\_\_\_\_ to my/our credit card. Please go to www.ndsufoundation.com/give to enter credit card information OR Please call the Foundation Accounting Office at 701-231-6800 to make a credit card payment over the phone. PLEDGE I/We wish to pledge a total gift of \$\_\_\_ (Pledge reminders will be sent) Paid in equal installments of \$ Quarterly Semi-Annually Annually Beginning (mo/yr) for years (Not to exceed 5 years) My/our first pledge installment is enclosed. [J/We would like to automate my/our pledge through recurring ACH or credit card payments (Accounting will contact you). I/We wish to supplement my/our endowment gift with a separate pledge of \$ Paid in annual installments of \$\_\_\_\_\_per year for \_\_\_\_\_years CORPORATE MATCHING GIFTS [ I (or) my spouse/partner will apply for a matching gift with our employer. Company Name(s) (While matching gifts received from your employer will count towards your recognition level, it does not fulfill your personal commitment as indicated above.) DONOR(S) SIGNATURE(S) (Sign here for pledges) Thank you for your support of North Dakota State University! All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax

advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DCS-Rev 11/6/18

	RAYMOND JAMES®	538
	10-16-2019 DATE	25-80/440 BRANCH 100
PAY NOSU Foundation	\$ 50,	000,00
Fifty thousand 100 -	DOLLARS	Security Features Included. Details on Back.
UMB Bank, N.A. Expense Code: Kansas City, MO For Check Verification, Call 1-800-759-9797		
FOR		<u>m</u> .
1:0440008041		



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University				
12/19/19	North Dakota State University				
Name of Contact	Name of Contact		Daytime Telephone Number	Email Address	
Dean L. Bresciani	i, Presider	nt	701-231-7211	dean.bresciani@ndsu.edu	
Name of Project					
Scholarship - 20776					
Description of Project	ct				
This endowment fund Professions, School o		scholarsh	ip opportunities for students pursuing	a degree at NDSU within the College of Health	
1 10103310113, 0011001 0	i i ilaililaoy.				
Briefly explain how t	this project	advance	s the academic mission of the inst	itution.	
				ming competent, ethical professionals and	
citizens committed to educational goals at N	•	ning. This	fund will help provide ongoing financia	al support for students attaining their	
ouddational godio at 1					
Project is advancing					
Research _	Research Scholarships Technology Endowed Chair(s) Educational Infrastructure				
Total Project Amour	nt		Total Private/Nonprofit Donation		
\$75,000			\$50,000		
		1	Pledge Amount	Cash Amount	
			\$25,000	\$25,000	
State Grant Reques	t		Other Sources (if applicable)		
\$25,000			,		
. ,	:	- 6	f	and a sub-flavor also doda	
=			f a pledge, please provide a detail	ed cash flow schedule.	
\$25K installments due in 2019					
Please provide docu		for the fo	ollowing:		
<ul><li>Community</li><li>Student support</li></ul>					
		nation (N	lames may be redacted at the req	uest of anonymous donors)	
Date of Committee Review				Budget Section Approval Required	
12-19-2019				Yes No	
Date Scope Approved Date Sco		pe Denied	Date of Budget Section Approval Granted		

Submit completed form and all documentation to: patty.schock @ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# North Dakota State University Foundation Scholarship

# Scholarship Endowment Fund Memorandum of Understanding

## I. ESTABLISHMENT

This Memorandum of Understanding ("MOU") is made and entered into by and between (the "Donor(s)") and the North Dakota State University Foundation, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the scholarship, (the "Fund"), an endowed scholarship fund of the Foundation, per the terms of this MOU, for the permanent benefit of North Dakota State University (the "University").

# II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University for the College of Health Professions, School of Pharmacy (the "College/Dept") according to the criteria set out below.

Legacy Statement:	
	graduated from NDSU Pharmacy School
At graduation	and within years the
two pharmacists were brothers-in-law	
	had
a great business sense, and today	can be found in Minnesota
and Iowa.	
many other pharmacy endeavors. He a	and vere active and generous
members of	community.
	after returning from service in
the US Navy during World War II. With	
chain of drugstores in the	area.
and with his wife	a passionate community servant
through	and other civic endeavors.
till oug	and other civic chacavors.

1

## III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donor(s) through a pledge. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donor(s) designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.

### IV. USE OF FUNDS

The Dean of the College of Health Professions of the University (the "Administering Authority") shall be responsible for determining the process for recipient selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

# A. Recipient Eligibility Criteria:

- 1. Be properly enrolled as a part or full-time student at North Dakota State University at the time of disbursement.
- 2. Be pursuing a Pharm. D or Ph.D. in the School of Pharmacy.
- 3. Demonstrate financial need as established by the office of Financial Aid and Scholarships.
- 4. Preference to a student who has demonstrated community service.
- 5. Preference given to a student from an underrepresented group as defined by the University.
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the above stated criteria.
- C. <u>Number and Amount</u>: The number of recipients each year and the amounts awarded to each student shall be decided at the discretion of the Administering Authority and will vary according to the amount available to award and the needs of the students.

## V. MANAGEMENT AND CUSTODY OF FUNDS

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

Tage of 4

M Anderson Fund #20776

- A. For purposes of investment, the Foundation shall commingle the assets of the Fund with its other endowment assets in the Foundation's Endowment Pooled Investment Portfolio (the "Endowment Pool"). The Endowment Pool is managed on a unitized basis with the valuation of individual units determined on a quarterly basis. A contribution to this Fund will be invested in the Endowment Pool on the first day of the quarter following receipt of that contribution at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.
- B. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.
- C. The annual amount appropriated by the Foundation and made available for distribution from the Fund will be determined by the Foundation's endowment spending policies as defined by its Executive Governing Board (the "Board") and shall only be used for the purposes authorized by this Agreement.
- D. The annual amount shall be appropriated from Fund Assets other than income to the extent that Fund Income is insufficient. All income of the Fund not appropriated in a given year shall continue to be held in the Fund and administered according to this MOU.

# VI. AMENDMENT

Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Board determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as practical the Donor(s) original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donor(s) regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donor(s) in such a consultation.

# VII. MISCELLANEOUS

No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee. This document constitutes a "gift instrument" within the meaning of and governed by the Uniform Prudent Management of Institutional Funds Act, North Dakota Century Code Chapter 59-21, and this document constitutes the entire gift instrument with respect to all contributions to the Fund. This MOU and the Fund shall be governed by the laws of the State of North Dakota which relate to endowment funds.

# VIII. IN WITNESS WHEREOF

The Foundation and the Donor(s) have caused this Agreement to be executed in duplicate as of the date of the last signature below.

	220ct 19
, Donor	Date

NORTH DAKOTA STATE UNIVERSITY FOUNDATION

6hn R. Glover, President/CEO

Date

IX. ACCEPTANCE

The undersigned University officials hereby acknowledge having reviewed the terms and conditions and agree to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

NORTH DAKOTA STATE UNIVERSITY

Dr. Charles Peterson, Dean

College of Health Professions

Dr. Cynthia Naughton, Senior Associate Dean

College of Health Professions

Date

Date

Page 4 of 4

M Anderson Fund #20776



# FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

# GIFT/PLEDGE FORM DONOR INFORMATION Name(s) (Please print) Address City, State, ZIP Phone E-mail GIFT DESIGNATION I/We wish my/our gift to be designated to the General scholarship (list the college/department) OR following fund: General benefit (list the college/department) Scholarship Other **OUTRIGHT GIFT** I/We wish to make an outright gift of \$\_\_\_\_\_\_ payable to "NDSU Foundation" (check enclosed). to my/our credit card. I/We wish to charge this gift of \$ Please go to www.ndsufoundation.com/give to enter credit card information OR Please call the Foundation Accounting Office at 701-231-6800 to make a credit card payment over the phone. PLEDGE √ I/We wish to pledge a total gift of \$25,000 (Pledge reminders will be sent) Paid in equal installments of \$25,000 1-time Quarterly Semi-Annually Annually Beginning 10/2019 (mo/yr) for 1 years (Not to exceed 5 years) My/our first pledge installment is enclosed. [1]/We would like to automate my/our pledge through recurring ACH or credit card payments (Accounting will contact you). [1] I/We wish to supplement my/our endowment gift with a separate pledge of \$ for immediate use. Paid in annual installments of \$\_\_\_\_\_\_ per year for \_\_\_\_\_\_ years CORPORATE MATCHING GIFTS [ I (or) my spouse/partner will apply for a matching gift with our employer. Company Name(s) (While matching gifts received from your employer will count towards your recognition level, it does not fulfill your personal commitment as indicated above.) DONOR(S) SIGNATURE(S) (Sign here for pledges)

Thank you for your support of North Dakota State University!

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DoD



DoD\_

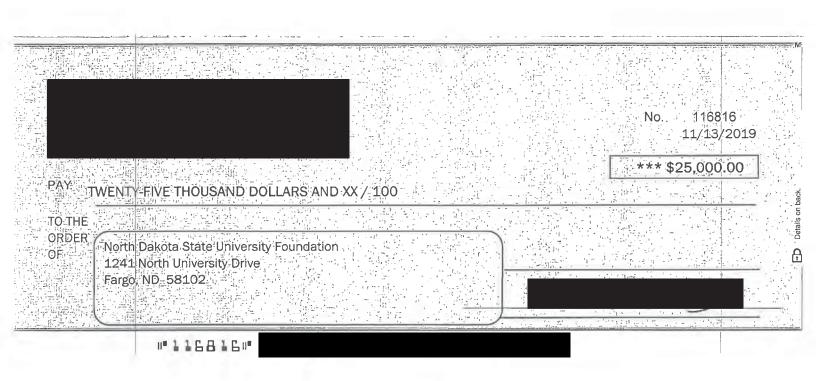
# FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

GIFT	/PLEDGE	FORM nr 2 =
DONOR INFORMATION		Ac of
Name(s) (Please print)		
Address	City, Stat	e, ZIP
Phone	E-mail	
GIFT DESIGNATION		
I/We wish my/our gift to be designated to the following fund:	OR	General scholarship (list the college/department
Scholarship		General benefit (list the college/department)
	1100	Other
OUTRIGHT GIFT		· periodical (1997)
I/We wish to make an outright gift of \$ I/We wish to charge this gift of \$		
Please go to www.ndsufoundation.com/give		
		800 to make a credit card payment over the phone.
PLEDGE		
✓ I/We wish to pledge a total gift of \$25,000		(Pledge reminders will be sent)
Paid in equal installments of \$25,000 1-time	who were the state of the state	Quarterly Semi-Annually Annually
Beginning 10/2019 (mo/yr) for 1		
My/our first pledge installment is enclosed.		
	rough recurri	ng ACH or credit card payments (Accounting will contact you,
I/We wish to supplement my/our endowment git	ft with a sena	rate pledge of \$ for immediate use
Paid in annual installments of \$		
CORPORATE MATCHING GIFTS		
I (or) my spouse/partner will apply for a match Company Name(s)	ing gift with o	ur employer.
(While matching gifts received from your employer will count tov indicated above.)	vards your recog	nition level, it does not fulfill your personal commitment as
		220,119
DONOR(S) SIGNATURE(S)		Date
(Sign here for pledges)		Date
Thank you for your supp	ort of Nort	h Dakota State University!

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DCS-Rev 11/6/18





# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University			
12/19/19	North Dakota State University			
Name of Contact		Daytime Telephone Number	Email Address	
Dean L. Bresciani	i, Preside	ent	701-231-7211	dean.bresciani@ndsu.edu
Name of Project				
Scholarship in Arc	chitecture	e - 20777	7	
Description of Project	ct			
Humanities and Socia	I Sciences	, Departme	nt of Architecture and Landscape Arch	
			es the academic mission of the inst	
	lifelong léa		te students and prepare them in becor fund will help provide ongoing financia	ming competent, ethical professionals and al support for students attaining their
	Project is advancing academics through:  Research Scholarships Technology Endowed Chair(s) Educational Infrastructure			
Total Project Amour	nt		Total Private/Nonprofit Donation	
\$75,000			\$50,000	
			Pledge Amount Cash Amount	
			\$50,000	
State Grant Reques	t		Other Sources (if applicable)	
\$25,000				
-			f a pledge, please provide a detail	
\$25K first installi	ment du	e Nover	nber 2019 and \$5K installme	ents due November 2020 thru 2024
Please provide documentation for the following:				
Date of Committee Review 12-19-2019				Budget Section Approval Required  Yes No
Date Scope Approv	ed Date Scope Denied		pe Denied	Date of Budget Section Approval Granted

Submit completed form and all documentation to: patty.schock @ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# **North Dakota State University Foundation**

# Scholarship Endowment Fund Memorandum of Understanding

## I. ESTABLISHMENT

This Memorandum of Understanding ("MOU") is made and entered into by and between (the "Donor(s)") and the North Dakota State University Foundation, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the (the "Fund"), an endowed scholarship fund of the Foundation, per the terms of this MOU, for the permanent benefit of North Dakota State University (the "University").

## II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University for the College of Arts, Humanities, and Social Sciences, Department of Architecture and Landscape Architecture (the "College/Dept") according to the criteria set out below.

# III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donor(s) through a pledge. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donor(s) designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.

# IV. USE OF FUNDS

The Dean of the College of Arts, Humanities and Social Sciences of the University (the "Administering Authority") shall be responsible for determining the process for recipient selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

## A. Recipient Eligibility Criteria:

1. Be properly enrolled as a full-time student at North Dakota State University at the time of disbursement.

1 of

- 2. Be pursuing a major in Architecture.
- 3. Demonstrate financial need as established by the office of Financial Aid and Scholarships.
- 4. Preference to a student who graduated from a high school in Northern Minnesota (Kittson, Roseau, Lake of the Woods, Koochiching, Beltrami, Marshall, Pennington, Polk, Red Lake, Clearwater, Beltrami, Itasca, Saint Louis, Lake, Cook, Norman, Mahnomen, Hubbard, Cass, Itasca, Clay, Becker, Crow Wing, Aikin, Carlton, Pine, Wadena, Otter Tail).
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the above stated criteria.
- C. <u>Number and Amount</u>: The number of recipients each year and the amounts awarded to each student shall be decided at the discretion of the Administering Authority and will vary according to the amount available to award and the needs of the students.

# V. MANAGEMENT AND CUSTODY OF FUNDS

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

- A. For purposes of investment, the Foundation shall commingle the assets of the Fund with its other endowment assets in the Foundation's Endowment Pooled Investment Portfolio (the "Endowment Pool"). The Endowment Pool is managed on a unitized basis with the valuation of individual units determined on a quarterly basis. A contribution to this Fund will be invested in the Endowment Pool on the first day of the quarter following receipt of that contribution at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.
- B. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.
- C. The annual amount appropriated by the Foundation and made available for distribution from the Fund will be determined by the Foundation's endowment

Tage 2 of 4

Nguyen Fund #20777

- spending policies as defined by its Executive Governing Board (the "Board") and shall only be used for the purposes authorized by this Agreement.
- D. The annual amount shall be appropriated from Fund Assets other than income to the extent that Fund Income is insufficient. All income of the Fund not appropriated in a given year shall continue to be held in the Fund and administered according to this MOU.

## VI. AMENDMENT

Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Board determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as practical the Donor(s) original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donor(s) regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donor(s) in such a consultation.

## VII. MISCELLANEOUS

No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee. This document constitutes a "gift instrument" within the meaning of and governed by the Uniform Prudent Management of Institutional Funds Act, North Dakota Century Code Chapter 59-21, and this document constitutes the entire gift instrument with respect to all contributions to the Fund. This MOU and the Fund shall be governed by the laws of the State of North Dakota which relate to endowment funds.

Page 3 of n

V Nguyen Fund #20777

#### VIII. IN WITNESS WHEREOF

The Foundation and the Donor(s) have caused this Agreement to be executed in duplicate

as of the date of the last signature below.



NORTH DAKOTA STATE UNIVERSITY FOUNDATION

John R. Glover, President/CEO

#### IX. **ACCEPTANCE**

The undersigned University officials hereby acknowledge having reviewed the terms and conditions and agree to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

NORTH DAKOTA STATE UNIVERSITY

Dr. David Bertolini, Deah

College of Arts, Humanities, and Social Services

Dr. Michael Strand, Interim Chair

Department of Architecture and Landscape Architecture



# FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

GII	FT/PLEDGE	FORM NOV - 1
DONOR INFORMATION		
Name(s) (Please print)		
Address	City Stat	te 7IP
Phone	E-mail	
GIFT DESIGNATION		
I/We wish my/our gift to be designated to the following fund:	OR	General scholarship (list the college/department
		General benefit (list the college/department)
	and the same of th	Other
OUTRIGHT GIFT  I/We wish to make an outright gift of \$  I/We wish to charge this gift of \$		payable to "NDSU Foundation" (check enclosed to my/our credit card.
Please go to <a href="https://www.ndsufoundation.com/g">www.ndsufoundation.com/g</a> Please call the Foundation Accounting Off		dit card information OR 5800 to make a credit card payment over the phone.
PLEDGE		
I/We wish to pledge a total gift of \$50,000  Paid in equal installments of \$5,000	6years (No	(Pledge reminders will be sent)  ☐ Quarterly ☐ Semi-Annually ☑ Annually of to exceed 5 years)  ng ACH or credit card payments (Accounting will contact you
I/We wish to supplement my/our endowment Paid in annual installments of \$		rate pledge of \$25,000 for immediate use year for vears
CORPORATE MATCHING GIFTS  [] I (or) [] my spouse/partner will apply for a mate Company Name(s)	ching gift with o	ur employer.
(While matching gifts received from your employer will count indicated above.)	towards your recog	nition level, it does not fulfill your personal commitment as
DONOR(S) SIGNATURE(S) (Sign here for pledges)		Date <u>/0.3/.19</u>
Fhank you for your sur	anart of Nort	h Dakota State University

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DoD VXN



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University				
12/19/19	North Dakota State University				
Name of Contact		Daytime Telephone Number	Email Address		
Dean L. Bresciani	i, President	701-231-7211	dean.bresciani@ndsu.edu		
Name of Project	Name of Project				
Family Architectu	Family Architecture Scholarship Endowment - 20778				
Description of Proje	ct				
		nip opportunities for students pursuing ent of Architecture and Landscape Arc	a degree at NDSU within the College of Arts, hitecture.		
Briefly explain how t	his project advance	es the academic mission of the inst	titution.		
	lifelong léarning. This	te students and prepare them in becone fund will help provide ongoing financial	ming competent, ethical professionals and al support for students attaining their		
Project is advancing					
Research _	Scholarships	Technology Endowed Ch	nair(s) Educational Infrastructure		
Total Project Amour	nt	Total Private/Nonprofit Donation			
\$150,000		\$100,000			
		Pledge Amount	Cash Amount		
		\$50,000	\$50,000		
State Grant Reques	t	Other Sources (if applicable)			
\$50,000					
If the donation is pro	ovided in the form o	f a pledge, please provide a detail	ed cash flow schedule.		
Three installme	ents due Dece	mber 2020 thru 2022: \$17	7K, \$17K and \$16K respectively.		
Please provide documentation for the following:					
Date of Committee	Review		Budget Section Approval Required		
12-19-2019			Yes √No		
Date Scope Approv	Date Scope Denied		Date of Budget Section Approval Granted		

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# North Dakota State University Foundation **Scholarship Endowment**

# **Scholarship Endowment Fund Memorandum of Understanding**

#### ١. **ESTABLISHMENT**

This Memorandum of Understanding ("MOU") is made and entered into by and between (the "Donor(s)") and the North Dakota State University Foundation, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the **Scholarship Endowment**, (the "Fund"), an endowed scholarship fund of the Foundation, per the terms of this MOU, for the permanent benefit of North Dakota State University (the "University").

#### II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University for the College of Arts, Humanities, and Social Sciences, Department of Architecture and Landscape Architecture (the "College/Dept") according to the criteria set out below.

#### III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donor(s) through a pledge. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donor(s) designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.

#### IV. **USE OF FUNDS**

The Dean of the College of Arts, Humanities, and Social Sciences of the University (the "Administering Authority") shall be responsible for determining the process for recipient selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

#### A. Recipient Eligibility Criteria:

1. Be properly enrolled as a full-time junior at North Dakota State University at the time of disbursement.

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- 2. Be pursuing a major in architecture.
- 3. Have a cumulative GPA of 3.5 or above.
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the above stated criteria.
  - Donor(s) preference is that as long as the student continues pursuing a major or Master's in Architecture, the scholarship be renewable as a senior and fifthyear graduate.
- C. Number and Amount: The number of recipients each year and the amounts awarded to each student shall be decided at the discretion of the Administering Authority and will vary according to the amount available to award and the needs of the students.
  - Donor(s) preference is that one \$1,000 scholarship be awarded annually to a
    junior, then renewed at \$2,000 as a senior and finally renewed at \$2,000 as a
    fifth-year graduate student.
  - Donor(s) preference is that any spending allocation not used after scholarship and renewable scholarships are awarded be reinvested into the principal.

### V. MANAGEMENT AND CUSTODY OF FUNDS

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

- A. For purposes of investment, the Foundation shall commingle the assets of the Fund with its other endowment assets in the Foundation's Endowment Pooled Investment Portfolio (the "Endowment Pool"). The Endowment Pool is managed on a unitized basis with the valuation of individual units determined on a quarterly basis. A contribution to this Fund will be invested in the Endowment Pool on the first day of the quarter following receipt of that contribution at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.
- B. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.

Page 2 of 4

Fund #20778

- C. The annual amount appropriated by the Foundation and made available for distribution from the Fund will be determined by the Foundation's endowment spending policies as defined by its Executive Governing Board (the "Board") and shall only be used for the purposes authorized by this Agreement.
- D. The annual amount shall be appropriated from Fund Assets other than income to the extent that Fund Income is insufficient. All income of the Fund not appropriated in a given year shall continue to be held in the Fund and administered according to this MOU.

# VI. AMENDMENT

Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Board determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as practical the Donor(s) original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donor(s) regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donor(s) in such a consultation.

## VII. MISCELLANEOUS

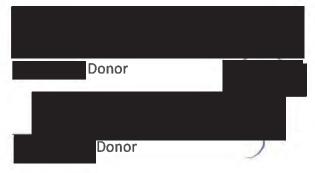
No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee. This document constitutes a "gift instrument" within the meaning of and governed by the Uniform Prudent Management of Institutional Funds Act, North Dakota Century Code Chapter 59-21, and this document constitutes the entire gift instrument with respect to all contributions to the Fund. This MOU and the Fund shall be governed by the laws of the State of North Dakota which relate to endowment funds.

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V Nguyen Fund #20778

# VIII. IN WITNESS WHEREOF

The Foundation and the Donor(s) have caused this Agreement to be executed in duplicate as of the date of the last signature below.



10-30-19 Date

10-30-19 Date

NORTH DAKOTA STATE UNIVERSITY FOUNDATION

John R. Glover, President/CEO

//-6 -/9 Date

# IX. ACCEPTANCE

The undersigned University officials hereby acknowledge having reviewed the terms and conditions and agree to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

NORTH DAKOTA STATE UNIVERSITY

Dr. David Bertolini, Dean

College of Arts, Humanities, and Social Sciences

10 - 29 - 19 Data

Date

Dr. Michael Strand, Interim Chair

Department of Architecture and Landscape Architecture

Date

# FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

DONOR INFORMATION	IFT/PLEDGE	FORM	OCT 3 0 2019
Name(s) (Please print)			
Address	City Stat	e 7ID	
Phone	E-mail		
GIFT DESIGNATION  I/We wish my/our gift to be designated to the following fund:	OR	☐ General scholar	ship (list the college/department
Scholarship		General benefit	(list the college/department)
Lindowinent	_ *     /	Other	
Please go to www.ndsufoundation.com/ Please call the Foundation Accounting O  PLEDGE  I/We wish to pledge a total gift of \$ 50  Paid in equal installments of \$ 17,0  Beginning 7000 000 (mo/yr) for	office at 701-231-6  2,000  3 years (No. 1)  4 through recurring the gift with a sepa	(Pledge reminders will  Quarterly Sen of to exceed 5 years)  ng ACH or credit card p	R and payment over the phone.  The sent)  ni-Annually Annually
CORPORATE MATCHING GIFTS  ☐ I (or) ☐ my spouse/partner will apply for a ma Company Name(s)	atching gift with o	ur employer.	
(While matching gifts received from your employer will counindicated above.)	nt towards your recog	nition level, it does not fulfill	your personal commitment as
DONOR(S) SIGNATURE(S)			Date 10-30-19
(Sign here for pledges)			Date 10-30-19 Date 10-30-19
Thank you for your si	upport of Nort	h Dakota State Uni	versity!

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509. DoD VXN

DCS-Rev 11/6/18

 $\frac{77-1052}{913}$ 101 1278 PAY TO THE ORDER OF **DOLLARS** bellbanks.com ATUSU 6197-54-60



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University				
12/19/19	North Dakota				
Name of Contact		Daytime Telephone Number	Email Address		
Dean L. Brescian	i, President	701-231-7211	dean.bresciani@ndsu.edu		
Name of Project		·			
Endowed Scholar	ship - 20780				
Description of Proje	ct				
		rship opportunities for students pursui of Science and Mathematics.	ng a degree at NDSU within the College of Human		
A core mission of the citizens committed to	Briefly explain how this project advances the academic mission of the institution.  A core mission of the University is to educate students and prepare them in becoming competent, ethical professionals and citizens committed to lifelong learning. This fund will help provide ongoing financial support for students attaining their educational goals at NDSU.				
Project is advancing	g academics thro	ugh:			
Research 7		Technology Endowed	Chair(s) Educational Infrastructure		
Total Project Amour	nt	Total Private/Nonprofit Donatio	n		
\$75,000		\$50,000			
		Pledge Amount	Cash Amount		
		\$40,000	\$10,000		
State Grant Request \$25,000		Other Sources (if applicable)			
-	If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule. \$10K installments due November 2020 thru 2023				
Please provide documentation for the following:					
Date of Committee 12-19-2019	Review		Budget Section Approval Required  Yes No		
Date Scope Approv	ed Date S	cope Denied	Date of Budget Section Approval Granted		

Submit completed form and all documentation to:

patty.schock @ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# North Dakota State University Foundation Endowed Scholarship

# Scholarship Endowment Fund Memorandum of Understanding

# I. ESTABLISHMENT

This Memorandum of Understanding ("MOU") is made and entered into by and between (the "Donor(s)") and the North Dakota State University

Foundation, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the Endowed Scholarship, (the "Fund"), an endowed scholarship fund of the Foundation, per the terms of this MOU, for the permanent benefit of North Dakota State University (the "University").

# II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University for the Office of Admission and Office of Financial Aid and Scholarships (the "College/Dept") according to the criteria set out below.

### **Legacy Statement:**

The donors value the education they received at North Dakota State University. With this endowed scholarship, they are recognizing the value of that education and are providing support for other students to realize their educational dreams at NDSU.

### III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donor(s) through a pledge. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donor(s) designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.

# IV. USE OF FUNDS

The Director of Admission and Director of the Office of Financial Aid and Scholarships of the University (the "Administering Authority") shall be responsible for determining the

Ni Mayar Tanii Ni 1710 process for recipient selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

# A. Recipient Eligibility Criteria:

- 1. Be properly enrolled as a full-time undergraduate at North Dakota State University at the time of disbursement.
- 2. Be pursuing a major within the College of Human Sciences and Education or the College of Science and Mathematics.
- 3. Have a cumulative GPA of 3.0 or above (or high school GPA of 3.0 if incoming freshman).
- 4. Demonstrate financial need as established by the office of Financial Aid and Scholarships.
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the above stated criteria.
- C. Number and Amount: The number of recipients each year and the amounts awarded to each student shall be decided at the discretion of the Administering Authority and will vary according to the amount available to award and the needs of the students.

## V. MANAGEMENT AND CUSTODY OF FUNDS

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

- A. For purposes of investment, the Foundation shall commingle the assets of the Fund with its other endowment assets in the Foundation's Endowment Pooled Investment Portfolio (the "Endowment Pool"). The Endowment Pool is managed on a unitized basis with the valuation of individual units determined on a quarterly basis. A contribution to this Fund will be invested in the Endowment Pool on the first day of the quarter following receipt of that contribution at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.
- B. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the

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Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.

- C. The annual amount appropriated by the Foundation and made available for distribution from the Fund will be determined by the Foundation's endowment spending policies as defined by its Executive Governing Board (the "Board") and shall only be used for the purposes authorized by this Agreement.
- D. The annual amount shall be appropriated from Fund Assets other than income to the extent that Fund Income is insufficient. All income of the Fund not appropriated in a given year shall continue to be held in the Fund and administered according to this MOU.

# VI. AMENDMENT

Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Board determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as practical the Donor(s) original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donor(s) regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donor(s) in such a consultation.

### VII. MISCELLANEOUS

No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee. This document constitutes a "gift instrument" within the meaning of and governed by the Uniform Prudent Management of Institutional Funds Act, North Dakota Century Code Chapter 59-21, and this document constitutes the entire gift instrument with respect to all contributions to the Fund. This MOU and the Fund shall be governed by the laws of the State of North Dakota which relate to endowment funds.



# VIII. IN WITNESS WHEREOF

The Foundation and the Donor(s) have caused this Agreement to be executed in duplicate as of the date of the last signature below.

Donor	
Donor	

10/29/2019
Date (signed electronically)

Date (signed electronically)

NORTH DAKOTA STATE UNIVERSITY FOUNDATION

John R. Glover, President/CEO

11-4-17

Date

# IX. ACCEPTANCE

The undersigned University officials hereby acknowledge having reviewed the terms and conditions and agree to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

NORTH DAKOTA STATE UNIVERSITY

Laura Oster Aaland, Vice Provost

**Student Affairs and Enrollment Management** 

11-1-19 Date

Merideth Sherlin, Director of Admission

Date

Jeff Jacobs, Director of Financial Aid and Scholarships

0-31-19 Date

Page 4 4

Meyer Fund #20780



# FOUNDATION AND ALUMNI ASSOCIATION

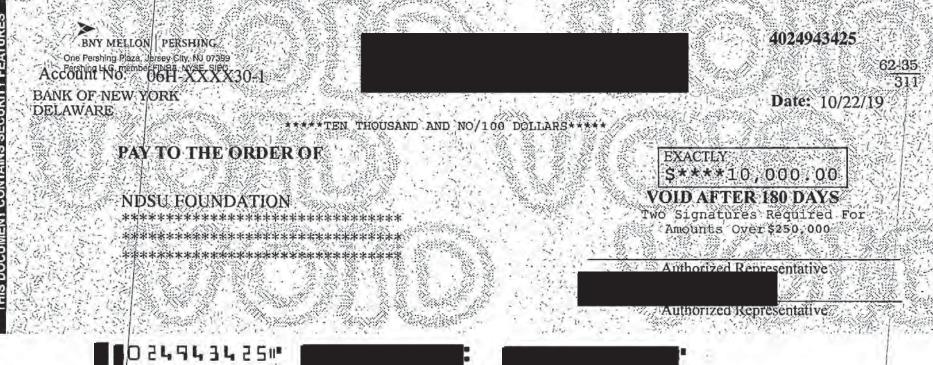
1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

DONOR INFORMATION	GIFT/PLEDGE FORM	NOV - 1 2019
Name(s) (Please print)		
Address	City, State, ZIP	
Phone	E-mail	
GIFT DESIGNATION  I/We wish my/our gift to be designated following fund:	to the OR Ger	neral scholarship (list the college/department)
Per MOU	□ Ger	neral benefit (list the college/department)
Please call the Foundation According PLEDGE  I/We wish to pledge a total gift of \$  Paid in equal installments of \$ 10,000  Beginning  II   2019 (mo/y  My/our first pledge installment is		ormation OR ske a credit card payment over the phone. ereminders will be sent) erly  Semi-Annually  Annually
☐I/We wish to supplement my/our en		e of \$ for immediate use.
CORPORATE MATCHING GIFTS  [X] (or) [ my spouse/partner will apple Company Name(s)		er.
(While matching gifts received from your employ indicated above.)	rer will count towards your recognition level, i	t does not fulfill your personal commitment as
DONOR(S) SIGNATURE(S)(Sign here for pledges)		Date 10/29/2019 Date 10/29/2019
Thank you for	r your support of North Dakota	

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DoD MM

DCS-Rev 11/6/18





# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University					
12/19/19	North Dakota State University					
Name of Contact		Daytime Telephone Number	Email Address			
Dean L. Bresciani, President		701-231-7211	dean.bresciani@ndsu.edu			
Name of Project						
Mechanical Engineering Endowed Scholarship - 20782						
Description of Proje						
This endowment fund will provide scholarship opportunities for students pursuing a degree at NDSU within the College of Engineering, Department of Mechanical Engineering.						
Briefly explain how t	this projec	ct advance	es the academic mission of the ins	titution.		
A core mission of the University is to educate students and prepare them in becoming competent, ethical professionals and citizens committed to lifelong learning. This fund will help provide ongoing financial support for students attaining their educational goals at NDSU.						
Project is advancing academics through:  Research Scholarships Technology Endowed Chair(s) Educational Infrastructure						
Total Project Amount Total Private/Nonprofit Dor		Total Private/Nonprofit Donation				
_		\$150,000				
		Pledge Amount	Cash Amount			
			\$150,000			
State Grant Request		Other Sources (if applicable)				
\$75,000						
If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule.						
Pledge #1: \$10K installments due May 2020 thru 2024; Pledge #2: \$20K installments due May 2022 thru 2026.						
Please provide documentation for the following:						
Date of Committee Review		Budget Section Approval Required				
12-19-2019			Yes No			
Date Scope Approv	ed	Date Scope Denied		Date of Budget Section Approval Granted		

Submit completed form and all documentation to: patty.schock @ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# North Dakota State University Foundation Endowed Scholarship

# Scholarship Endowment Fund Memorandum of Understanding

# I. ESTABLISHMENT

This Memorandum of Understanding ("MOU") is made and entered into by and between the "Donor(s)") and the North Dakota State University Foundation, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the Endowed Scholarship, (the "Fund"), an endowed scholarship fund of the Foundation, per the terms of this MOU, for the permanent benefit of North Dakota State University (the "University").

### II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University for the Office of Admission (the "College/Dept") according to the criteria set out below.

### III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donor(s) through a pledge. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donor(s) designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.

### IV. USE OF FUNDS

The Director of Admission (the "Administering Authority") shall be responsible for determining the process for recipient selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

# A. Recipient Eligibility Criteria:

- 1. Be properly enrolled as a full-time freshman student at North Dakota State University at the time of disbursement.
- 2. Be pursuing a major in Mechanical Engineering.

Fund # (97#)

- 3. Demonstrate financial need as established by the office of Financial Aid and Scholarships.
- 4. Preference to a female pursuing a major where there is a gender imbalance as defined by the Office of Institutional Research and Analysis.
- 5. Preference to a student who graduated from a North Dakota high school.
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the above stated criteria.
  - Donor(s) preference is as long as the student remain in the major, the scholarship be renewed for up to an additional three years.
- C. Number and Amount: The number of recipients each year and the amounts awarded to each student shall be decided at the discretion of the Administering Authority and will vary according to the amount available to award and the needs of the students.
  - Donor(s) preference is for the full annual spending allocation to be used to either award one new freshman scholarship or used to renew that scholarship for the additional three years.

# V. MANAGEMENT AND CUSTODY OF FUNDS

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

- A. For purposes of investment, the Foundation shall commingle the assets of the Fund with its other endowment assets in the Foundation's Endowment Pooled Investment Portfolio (the "Endowment Pool"). The Endowment Pool is managed on a unitized basis with the valuation of individual units determined on a quarterly basis. A contribution to this Fund will be invested in the Endowment Pool on the first day of the quarter following receipt of that contribution at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.
- B. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.

Page 2 n/A

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- C. The annual amount appropriated by the Foundation and made available for distribution from the Fund will be determined by the Foundation's endowment spending policies as defined by its Executive Governing Board (the "Board") and shall only be used for the purposes authorized by this Agreement.
- D. The annual amount shall be appropriated from Fund Assets other than income to the extent that Fund Income is insufficient. All income of the Fund not appropriated in a given year shall continue to be held in the Fund and administered according to this MOU.

### VI. AMENDMENT

Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Board determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as practical the Donor(s) original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donor(s) regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donor(s) in such a consultation.

## VII. MISCELLANEOUS

No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee. This document constitutes a "gift instrument" within the meaning of and governed by the Uniform Prudent Management of Institutional Funds Act, North Dakota Century Code Chapter 59-21, and this document constitutes the entire gift instrument with respect to all contributions to the Fund. This MOU and the Fund shall be governed by the laws of the State of North Dakota which relate to endowment funds.

# VIII. IN WITNESS WHEREOF

The Foundation and the Donor(s) have caused this Agreement to be executed in duplicate as of the date of the last signature below.

Donor Date (signed electronically)

NORTH DAKOTA STATE UNIVERSITY FOUNDATION

John R. Glover, President/CEO

11-4-19 Date

IX. ACCEPTANCE

The undersigned University officials hereby acknowledge having reviewed the terms and conditions and agree to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

**NORTH DAKOTA STATE UNIVERSITY** 

Laura Oster-Aaland, Vice Provost

Student Affairs and Enrollment Management

11-1-19 Date

Merideth Sherlin, Director of Admission

Date



# FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

# **GIFT/PLEDGE FORM**

DONOR INFORMATION		
Name(s) (Please print)		
Address	City, Sta	te, ZIP
Phone	E-mail	
GIFT DESIGNATION  I/We wish my/our gift to be designated to the following fund:	OR	General scholarship (list the college/department
Endowed		General benefit (list the college/department)
Scholarship Fund (spendable side)		Other
OUTRIGHT GIFT	J.	
☐ I/We wish to make an outright gift of \$		payable to "NDSU Foundation" ( <i>check enclosed</i> ) _ to my/our credit card.
Please go to <a href="https://www.ndsufoundation.com/give">www.ndsufoundation.com/give</a> to e Please call the Foundation Accounting Office at 7		dit card information OR 5800 to make a credit card payment over the phone.
PLEDGE   ✓ I/We wish to pledge a total gift of \$50,000  Paid in equal installments of \$10,000  Beginning 05/2020 (mo/yr) for 5  My/our first pledge installment is enclosed.  I/We would like to automate my/our pledge throug		(Pledge reminders will be sent) □ Quarterly □ Semi-Annually ☑ Annually ot to exceed 5 years)  ng ACH or credit card payments (Accounting will contact you)
☐I/We wish to supplement my/our endowment gift wit Paid in annual installments of \$		
CORPORATE MATCHING GIFTS  I (or) my spouse/partner will apply for a matching gi Company Name(s)		
(While matching gifts received from your employer will count towards indicated above.)	your reco	nition level, it does not fulfill your personal commitment as
DONOR(S) SIGNATURE(Sign here for pledges)		Date 1/8/19
(a.a. were to breakes)		Date
Thank you for your support	of Nor	h Dakota State University

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509. DoD LO

DCS-Rev 11/6/18



# FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

# GIFT/PLEDGE FORM **DONOR INFORMATION** Name(s) (Please print) Address City, State, ZIP Phone E-mail GIFT DESIGNATION General scholarship (list the college/department) I/We wish my/our gift to be designated to the OR following fund: General benefit (list the college/department) Endowed Scholarship Other **OUTRIGHT GIFT** payable to "NDSU Foundation" (check enclosed). I/We wish to make an outright gift of \$ to my/our credit card. 1/We wish to charge this gift of \$ Please go to www.ndsufoundation.com/give to enter credit card information OR Please call the Foundation Accounting Office at 701-231-6800 to make a credit card payment over the phone. PLEDGE $\checkmark$ I/We wish to pledge a total gift of \$ 100,000 (Pledge reminders will be sent) Paid in equal installments of \$20,000 Quarterly Semi-Annually Annually Beginning 05/2022 (mo/yr) for 5 years (Not to exceed 5 years) My/our first pledge installment is enclosed. I/We would like to automate my/our pledge through recurring ACH or credit card payments (Accounting will contact you). I/We wish to supplement my/our endowment gift with a separate pledge of \$\_ for immediate use. Paid in annual installments of \$ per year for CORPORATE MATCHING GIFTS [ ] I (or) [ my spouse/partner will apply for a matching gift with our employer. Company Name(s) (While matching gifts received from your employer will count towards your recognition level, it does not fulfill your personal commitment as indicated above.) DONOR(S) SIGNATURE( (Sign here for pledges)

Thank you for your support of North Dakota State University!

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code

Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

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# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of	College o	r University	
12/19/19	North Da	akota Sta	ate University	
Name of Contact			Daytime Telephone Number	Email Address
Dean L. Bresciani	i, Preside	ent	701-231-7211	dean.bresciani@ndsu.edu
Name of Project				
Engineering Scho	larship E	indowme	ent - 20783	
Description of Project	ct			
			nip opportunities for students pursuing ronmental Engineering, and Construct	a degree at NDSU within the College of ion Management and Engineering.
			es the academic mission of the inst	
	lifelong léar		te students and prepare them in becor fund will help provide ongoing financia	ming competent, ethical professionals and al support for students attaining their
Project is advancing Research			h: Technology Endowed Ch	nair(s) Educational Infrastructure
Total Project Amour	<u></u> nt		Total Private/Nonprofit Donation	
\$112,500			\$75,000	
,			Pledge Amount	Cash Amount
			\$75,000	
State Grant Reques \$37,500	t		Other Sources (if applicable)	
If the donation is pro	ovided in the	he form o	f a pledge, please provide a detail	ed cash flow schedule.
\$15K installr	nents	due Ja	anuary 2020 thru 2024	4.
Please provide docu	support oport		ollowing: Names may be redacted at the req	uest of anonymous donors)
Date of Committee 12-19-2019	Review			Budget Section Approval Required  Yes No
Date Scope Approv	ed I	Date Sco	pe Denied	Date of Budget Section Approval Granted

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# North Dakota State University Foundation Scholarship Endowment

# Scholarship Endowment Fund Memorandum of Understanding

# I. ESTABLISHMENT

This Memorandum of Understanding ("MOU") is made and entered into by and between (the "Donor(s)") and the North Dakota State University Foundation, Fargo, North Dakota (the "Foundation"), a North Dakota nonprofit corporation. This MOU shall be effective as of the date of the last signature set forth below. The Foundation hereby agrees to establish the Scholarship Endowment, (the "Fund"), an endowed scholarship fund of the Foundation, per the terms of this MOU, for the permanent benefit of North Dakota State University (the "University").

# II. STATEMENT OF DONOR INTENT

The purpose of the Fund is to provide scholarships for students enrolled at the University for the Office of Admission and Office of Financial Aid and Scholarships (the "College/Dept") according to the criteria set out below.

## III. SOURCE OF FUNDS

Contributions to support the Fund have been or will be provided by the Donor(s) through a pledge. The Fund is "open-ended" in the sense that the Foundation will add all contributions to it that the Donor(s) designate in writing to be held as part of the Fund. All such additional contributions shall be governed by this MOU.

## IV. USE OF FUNDS

The Director of Admission and Director of Financial Aid and Scholarships of the University (the "Administering Authority") shall be responsible for determining the process for recipient selection, administering the distributions from the Fund, and applying such distributions in accordance with the following:

# A. Recipient Eligibility Criteria:

1. Be properly enrolled as a full-time freshman at North Dakota State University at the time of disbursement.

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- 2. Be pursuing a major in Civil Engineering or Construction Engineering.
- 3. Have a cumulative high school GPA of 3.2 or above.
- B. <u>Term</u>: All awards shall be for one year and may be renewed for additional years at the discretion of the Administering Authority provided that recipients continue to meet the below stated criteria.
  - Donor(s) preference is that as long as the student continues pursuing a major in Civil or Construction Engineering and maintains a 3.2 GPA, the scholarship be renewable for an additional three years.
  - If the student fails to meet the criteria to renew, the scholarship should be reawarded to another student within the same grade level.
- C. Number and Amount: The number of recipients each year and the amounts awarded to each student shall be decided at the discretion of the Administering Authority and will vary according to the amount available to award and the needs of the students.
  - Donor(s) preference is for as many \$2,000 scholarships as possible be awarded annually.

## V. MANAGEMENT AND CUSTODY OF FUNDS

The Fund will be administered and invested by the Foundation in accordance with the policies and procedures of the Foundation, as follows:

- A. For purposes of investment, the Foundation shall commingle the assets of the Fund with its other endowment assets in the Foundation's Endowment Pooled Investment Portfolio (the "Endowment Pool"). The Endowment Pool is managed on a unitized basis with the valuation of individual units determined on a quarterly basis. A contribution to this Fund will be invested in the Endowment Pool on the first day of the quarter following receipt of that contribution at a unit value determined by the current market value of the Endowment Pool holdings at the end of the most recent quarter.
- B. An administrative charge may be assessed against the principal of the initial contribution and each additional contribution to this Fund in accordance with the Foundation's gift fee policy in effect at the time the contribution is made to assist in the funding of operations of the Foundation on behalf of the University.

Page 2 ol 4

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Fund #20783

- C. The annual amount appropriated by the Foundation and made available for distribution from the Fund will be determined by the Foundation's endowment spending policies as defined by its Executive Governing Board (the "Board") and shall only be used for the purposes authorized by this Agreement.
- D. The annual amount shall be appropriated from Fund Assets other than income to the extent that Fund Income is insufficient. All income of the Fund not appropriated in a given year shall continue to be held in the Fund and administered according to this MOU.

# VI. AMENDMENT

Except as otherwise provided in this Section VI, the Foundation may modify or release any restriction on the administration of the Fund set out in this MOU only as authorized by North Dakota law. If the Foundation's Board determines that a change in circumstances has made the use of Fund distributions for the purpose described above impossible, impractical, inexpedient or not in the best interests of the University or the Foundation, the Foundation shall use subsequent Fund distributions to support the University activities or programs that the Board determines will carry out as nearly as practical the Donor(s) original intent. The Board will consult with appropriate University leadership regarding any determination of change in circumstances and any modification of Fund use. The Foundation shall also make every effort to consult with the Donor(s) regarding any such determination and modification. The Foundation shall consider, but shall not be bound by, any recommendations received from the Donor(s) in such a consultation.

### VII. MISCELLANEOUS

No contribution to the Fund shall be conditional, and the Foundation shall not return assets contributed to the Fund under any circumstances. The Fund shall not constitute a trust, and its assets shall be held by the Foundation as the beneficial owner and not as trustee. This document constitutes a "gift instrument" within the meaning of and governed by the Uniform Prudent Management of Institutional Funds Act, North Dakota Century Code Chapter 59-21, and this document constitutes the entire gift instrument with respect to all contributions to the Fund. This MOU and the Fund shall be governed by the laws of the State of North Dakota which relate to endowment funds.

Page 3 of 4

A Dahl Fund #20783

### VIII. IN WITNESS WHEREOF

The Foundation and the Donor(s) have caused this Agreement to be executed in duplicate as of the date of the last signature below.

Donor

Donor

NORTH DAKOTA STATE UNIVERSITY FOUNDATION

John R. Glover, President/CEO

### IX. **ACCEPTANCE**

The undersigned University officials hereby acknowledge having reviewed the terms and conditions and agree to implement procedures necessary to fulfill the Use of Funds Section of this Agreement as written.

NORTH DAKOTA STATE UNIVERSITY

Laura Oster-Aaland, Vice Provost

Student Affairs and Enrollment Management

Merideth Sherlin, Director of Admission

cobs, Director of Financial Aid and Scholarships



# FOUNDATION AND ALUMNI ASSOCIATION

1241 University Drive N | P.O. Box 5144 | Fargo, ND 58105 | p: 701.231.6800 | f: 701.231.6801 toll free: 1.800.279.8971 | www.ndsufoundation.com

# **GIFT/PLEDGE FORM**

001 29

Name(s) (Please print)		
Address	City, Stat	e. ZIP
Phone	E-mail	
GIFT DESIGNATION		
I/We wish my/our gift to be designated to the following fund:	OR	General scholarship (list the college/department
		General benefit (list the college/department)
Scholarship Endowment		Other
OUTRIGHT GIFT		
I/We wish to make an outright gift of \$		payable to "NDSU Foundation" (check encloses
I/We wish to charge this gift of \$		
		dit card information OR 800 to make a credit card payment over the phone.
Please call the Foundation Accounting Office  PLEDGE  I/We wish to pledge a total gift of \$75,000.00  Paid in equal installments of \$15,000.00  Beginning 01/2020 (mo/yr) for 5  My/our first pledge installment is enclosed.  I/We would like to automate my/our pledge th	years (No	
Please call the Foundation Accounting Office  PLEDGE  I/We wish to pledge a total gift of \$75,000.00  Paid in equal installments of \$15,000.00  Beginning 01/2020 (mo/yr) for 5  My/our first pledge installment is enclosed.  I/We would like to automate my/our pledge the	years (No	### 1800 to make a credit card payment over the phone.  ### [Pledge reminders will be sent]  ### Quarterly
Please call the Foundation Accounting Office  PLEDGE  I/We wish to pledge a total gift of \$75,000.00  Paid in equal installments of \$15,000.00  Beginning 01/2020 (mo/yr) for 5  My/our first pledge installment is enclosed.  I/We would like to automate my/our pledge the paid in annual installments of \$	years (No	### (Pledge reminders will be sent)
Please call the Foundation Accounting Office  PLEDGE  I/We wish to pledge a total gift of \$75,000.00  Paid in equal installments of \$15,000.00  Beginning 01/2020 (mo/yr) for 5  My/our first pledge installment is enclosed.  I/We would like to automate my/our pledge the Paid in annual installments of \$  CORPORATE MATCHING GIFTS  I (or) my spouse/partner will apply for a matching company Name(s)  (While matching gifts received from your employer will count tow	years (No	### (Pledge reminders will be sent)
Please call the Foundation Accounting Office  PLEDGE  I/We wish to pledge a total gift of \$75,000.00  Paid in equal installments of \$15,000.00  Beginning 01/2020 (mo/yr) for 5  My/our first pledge installment is enclosed.  I/We would like to automate my/our pledge the paid in annual installments of \$  CORPORATE MATCHING GIFTS  I (or) my spouse/partner will apply for a matching content of the property of the property of the plant o	years (No	### (Pledge reminders will be sent)

All gifts to NDSU through the NDSU Foundation and Alumni Association are tax deductible to the extent provided by law. Please consult your tax advisor. The Foundation is organized as a North Dakota nonprofit corporation, is exempted from federal tax liability by Internal Revenue Code

Section 501 (c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

DoD\_AD

DCS-Rev 11/6/18



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of Coll	lege o	r University	
10/14/19	University of	of Nor		
Name of Contact			Daytime Telephone Number	Email Address
President Joshua	Wynne		701-777-2514	joshua.wynne@und.edu
Name of Project				
Scholarship Endo	wment - Aca	adem	ic Affairs 56968	
Description of Project	ct			
The Foundation shall University of North Da		ations f	from the Fund each year for one or mo	ore scholarships for incoming freshmen at the
• •			es the academic mission of the inst	
This endowment gift e	nsures necess	ary fina	ancial support of the University of Nort	h Dakota's Scholarships well into the future.
<u>Proj</u> ect is advancing	n academics t	hroug	h·	
Research			Technology Endowed Ch	nair(s) Educational Infrastructure
Total Project Amour	nt		Total Private/Nonprofit Donation	
\$75,000			\$50,000	
,		Í	Pledge Amount	Cash Amount
			\$50,000	
State Grant Reques	t		Other Sources (if applicable)	
\$25,000			,,	
	ovided in the f	orm o	l f a pledge, please provide a detaile	ed cash flow schedule.
·			e years beginning Dec	
Please provide docu			<u>,                                     </u>	
<ul> <li>Community</li> </ul>	support		3	
<ul> <li>Student sup</li> <li>Private or n</li> </ul>		tion (N	Names may be redacted at the req	uest of anonymous donors)
Date of Committee	•		tames may be reducted at the req	Budget Section Approval Required
Date of Committee	Review			Yes No
Date Scope Approv	ed Date	e Sco	pe Denied	Date of Budget Section Approval Granted

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# GIFT



we pledge to UND thro	ugh the UND Alumni	Association and Fo	oundation a gift of \$_50.000	<u> </u>
50,000,000	to to	ļ ,	ont r urpose	
	to			
Amount			Gift Purpose	
If the gi	ft purpose is left blan	k, your gift will supp	oort the UND Annual Impact Fu	nd
	in equal payments of eginning immediately		preferably not to exceed 5 year	rs)
	☐ Monthly	☐ Quarterly	☐ Annually	
ease make checks pa your convenience. Do delines.	ryable to UND Alum onor Advised Funds o	ni Association and cannot be used to m	d Foundation. Pledge reminde nake payments on personal ple	rs will be sent dges per IRS
RIMARY DONOR	CONTACT INE	ODMATION		
MINIARY DONOR	GONTACT IN	JAMATION		
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COGNITION PR	EFERENCE			
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gazine, brochures, dig			agintari nata da appinada (a.g.	, woboito,
s is how your name wi	Il be displayed for re-	cognition purposes:	-	
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	Dat	te Signature		Date
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ifts to UND through the Ur w. Please consult vour tax	iversity of North Dakota	Alumni Association and	d Foundation are tax deductible to the	e extent provided
iw. riease consult your tax	Cadvisor.			

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal

(See next page for matching gifts and payment information) =



Revenue Code Section 509.

# **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

P	LE	ASE	<b>AUT</b>	'OMAT	EMY	PAY	MENT
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☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)
All automatic payments are processed on the 15 <sup>th</sup> day of the month.

	For internal	use only		
Additional agreeme	nts may be required. Check any a	idditional boxes that a	pply:	
☐ New Endowment	☐ Building/Naming Opportunities	☐Trust/Gift Annuity	☐ New Donor Advised	Fund
			DO1:[ M	DO2: S 0



# ENDOWMENT AGREEMENT

# **Endowment**

1.	DONOR AND ENDOWMENT:
	Donor", desiring to support the ongoing growth and development of the University of North Dakota ("the
	University"), hereby establishes the
	("the Fund") within the UND Alumni Association and Foundation ("the Foundation"). It is the intent of the
	Donor to make periodic contributions to the Fund until the aggregate amount of such contributions ("the
	contribution total") reaches the minimum amount required for the Fund to be administered as an
	endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the
	contribution total reaches the minimum amount (\$25,000), no annual allocations shall be distributed from
	the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the
	Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be
	administered as an endowment by the Foundation according to the following provisions of this
	Agreement. If the contribution total has not reached the minimum amount within five years after the
	initial contribution to it, however, the Foundation shall combine the Fund with a similar existing
	endowment or spend for the purposes designated.

- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for one or more scholarships for incoming freshmen at the University of North Dakota.
- 3. PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.



The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- **5. ADDITIONAL CONTRIBUTION:** The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.
- **8. ACCEPTANCE OF AGREEMENT:** For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund, contributions to it, and its administration.

10/8/19 Date

Nancy Pederson VP of Finance

UND Alumni Association and

Foundation



# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION

	NORTH DAKOTA UNIVERSITY SYSTEM
I O D T I I D A I O T A	NOTCH DATE OF THE CONTROL OF THE CON
IORTH DAKOTA	SFN 60473 (5-2017)
INITIAL CYCERY	
JNIVERSITY SYSTEM	

Date Submitted	Name of College	or University	
11/1/19	University of No	orth Dakota	
Name of Contact		Daytime Telephone Number	Email Address
President Joshua	Wynne	701-777-2514	joshua.wynne@und.edu
Name of Project			
Scholarship Endo	wment - Acader	nic Affairs 56969	
School, Plaza, ND; Ne	distribute allocations w Town High Schoo	l, New Town, ND; Parshall High Schoo	ip(s) to student(s) from Northshore Plaza High I, Parshall ND; and/or Watford City High School shall be given in equal amounts within any given
Briefly explain how t	his project advanc	es the academic mission of the inst	itution.
This endowment gift e	nsures necessary fi	nancial support of the University of Nort	h Dakota's Scholarships well into the future.
Project is advancing Research	academics throu Scholarships	gh: Technology Endowed Ch	nair(s) Educational Infrastructure
		<u> </u>	Lucational Illiastructure
Total Project Amour	nt	Total Private/Nonprofit Donation	
\$212,860.24		\$75,000	
		Pledge Amount	Cash Amount
		\$25,000	\$50,000
State Grant Reques \$37,500	t	Other Sources (if applicable)	
•		of a pledge, please provide a detaile	
Equal payme	ents over fiv	e years beginning Oct	ober 2019
Please provide docu	support port	following: Names may be redacted at the req	uest of anonymous donors)
Date of Committee	Review		Budget Section Approval Required Yes No
Date Scope Approve	ed Date Sc	ppe Denied	Date of Budget Section Approval Granted

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# GIFT AGREEMENT

\$ 25,000	to	Endowment
Amount	Gitt Purpose	on common
\$	to	
Amount	Gift Purpose	
If the	gift purpose is left blank, your gift will support the UN	ID Annual Impact Fund
To be pa	d in equal payments over <u>5</u> years (preferably beginning immediately <u>OR</u> on	not to exceed 5 years) (date)
	☐ Monthly ☐ Quarterly ☑ Annua	lly
RECOGNITION P	REFERENCE	
Public: With public rec	REFERENCE ognition, your name will be included in recognition lis igital displays, recognition walls, etc.)	ets as applicable (e.g. website,
<b>Public:</b> With public recomagazine, brochures, d	ognition, your name will be included in recognition lis	ets as applicable (e.g. website,
<b>Public:</b> With public recomagazine, brochures, d	ognition, your name will be included in recognition lis igital displays, recognition walls, etc.)	

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

///// UND ALUMNI ASSOCIATION FOUNDATION

(See next page for matching gifts and payment information) -

///////

# **MATCHING GIFTS**

PLEASE AUTOMATE MY PAYMENT

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

•	
	☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
	☐ Debit/Credit Card (You will be contacted to set up payment.)

All automatic payments are processed on the 15th day of the month.

For internal use only									
Additional agreements may be required. Check any additional boxes that apply:									
☐ New Endowment	☐ Building/Naming Opportunities	☐ Trust/Gift Annuity	☐ New Donor Adv	ised Fund					
			DO1:	DO2					



# GIFT AGREEMENT

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

GIFT INFORMATION
I/we pledge to UND through the UND Alumni Association & Foundation a gift of: \$ 25,000. **
GIFT DESIGNATION: If your gift is split between designations, please indicate below. For single designations, use one line.
\$25,000 to the:
\$ to the:
GIFT PAYMENT  To be paid in equal payments over years.
For pledge reminder purposes, first payment to be made on:/
Please make checks payable to UND Foundation. Pledge reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pledges per IRS guidelines.
RECOGNITION PREFERENCE
I/We prefer this gift to be ANONYMOUS. With anonymous gifts, your name will be excluded from all recognition lists and naming opportunities.
Public: With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)
Please publish my/our name(s) as follows:
SIGNATURE  10/25/10  Date

UND Alumni Association and Foundation - Federal TAX ID: #45-0348296

All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor. If the gift purpose is left blank, your gift will support the UND Annual Impact Fund.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3),and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information) —



# **MATCHING GIFTS**

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☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)
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For internal use only									
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☐ New Endowment	☐ Building/Naming Opportunities	☐ Trust/Gift Annuity	☐ New Donor Advised Fund						



# **AGREEMENT**

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

# GIFT INFORMATION

ON I IM OKIMATION			
I/we pledge to UND through the UND Alumni Ass	ociation & Found	lotion - str	2/
GIFT DESIGNATION: If your ciff is split between	Solution & Found	ation a gift of: \$	25,000.00
\$ 000 to the			e designations, use one line.
			Endowner in
\$ to the:			of studo
GIFT PAYMENT			$\nu$
To be paid in equal payments over years.  (Preferably not to exceed 5 years)	Annually	☐ Quarterly	☐ Monthly
For pledge reminder purposes, first payment to be ma	de on:/	29 119	
Please make checks payable to LIND Foundation a	<b>-</b> 1	he cont for	
Funds cannot be used to make payments on personal pledges p	er IRS guidelines.	be sell for your con	venience. Donor Advised
PRIMARY POWER			
ALGOGIATION PREFERENCE			
I/We prefer this gift to be ANONYMOUS. With and recognition lists and naming opportunities.	onymous gifts, you	ır name will be ex	cluded from all
Public: With public recognition, your name will be include magazine, brochures, digital displays, recognition walls,		sts as applicable	(e.g. website,
Please publish my/our name(s) as follows:	etc.)		, , ,
~ °			
m 10 2 10			
10-28-2019			10/1
Date <sup>f</sup>			10/28/19
ND Alumni Association and Foundation - Federal TAX ID: #45			Dete
gifts to UND through the University (A)			27

All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor. If the gift purpose is left blank, your gift will support the UND Annual Impact Fund.

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# MATCHING GIFTS

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While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

# PLEASE AUTOMATE MY PAYMENT

☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
- 104 will be contacted to set up payment.)
Debit/Credit Card (You will be contacted to set up by the month.  All automatic payments are processed on the 15 <sup>th</sup> day of the month.

و من من المن المن المن المن المن المن الم	For internal	use only						
Additional agreements may be required. Check any additional boxes that apply:								





Endowment

1.	Donor and Endowment: of
	respectively, desiring to honor their parents,
	, hereinafter referred to as "the Donors", desiring to support the
	ngoing growth and development of the University of North Dakota ("the University"), hereby
	stablish the ("the Fund") within the University of North
	Dakota Foundation ("the Foundation"). With the establishment of the
	indowment, the Donors and their families are recognizing the unusual sacrifices
	made to provide higher educational opportunities for their children. This endowment will
	prever honor these two special individuals and their unwavering commitment to family, education
	and their community. This agreement supersedes the
	gned August 26, 2002.
	he endowment has been established in perpetuity with a gift from the Donors to the UND

e algument grant was about

Foundation. The principal of this endowment shall be commingled with other endowments and managed in the investment portfolio of the UND Foundation. The investment portfolio shall be part of the annual audit of the University of North Dakota Foundation, conducted by an independent public accounting firm as approved by the UND Foundation Audit Committee and Board of Directors. The portfolio shall be managed in accordance with the established investment policy adopted by the UND Foundation Board of Directors.

- 2. Purpose: The Foundation shall distribute allocations from the Fund each year for scholarship(s) to student(s) from Northshore Plaza High School, Plaza ND; New Town High School, New Town, ND; Parshall High School, Parshall, ND; and/or Watford City High School (McKenzie County School District #1), Watford City, ND. All scholarship awards shall be given in equal amounts within any given year.
- 3. Payout Policy: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. Endowment Management: The Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part

of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.

The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- 5. Additional Contribution: The Donors or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- 6. **Publicity:** The Donors agree that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. **Agreement Modification:** If a change in circumstances makes the use of the Fund designated by the Donors in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donors' original intent.
- 8. Acceptance of Agreement: For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donors and any other persons with respect to

the Fund, contributions to it, and its administration.

Laura Block

Date

1215/16

Chief Financial Officer

University of North Dakota Foundation

7-84-1 Date

DEL 30 2016

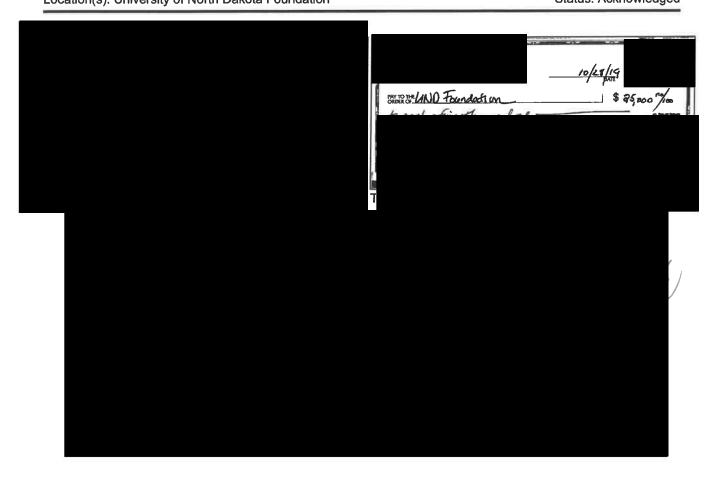
Data

# Research By Transaction Report

Report Created on 11/1/2019 1:22:17 PM by

Presenter: AF University of North Dakota Foundation Location(s): University of North Dakota Foundation

Research ID: 1 Status: Acknowledged



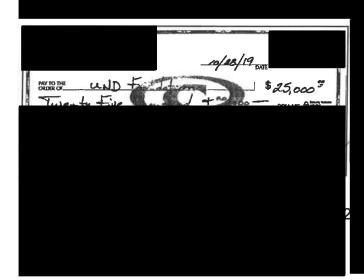
# **Research By Transaction Report**

Report Created on 10/31/2019 11:12:02

Presenter: AF University of North Dakota Foundation Location(s): University of North Dakota Foundation

Research ID: 1

Status: Acknowledged





# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted Name of College or University									
9/23/19 University of North Dakota									
Name of Contact	Email Address								
President Joshua	Wynne	701-777-2514		joshua.wynne@und.edu					
Name of Project		•							
Scholarship Endo	wment - Acc	ounting 56957							
Description of Proje									
		tions from the Fund each ven to students from Nortl		ore scholarships to students who intend to major					
		vances the academic m							
This endowment gift e	ensures necessa	ary financial support of the	University of Nort	h Dakota's Scholarships well into the future.					
Project is advancing academics through:									
Research Scholarships Technology Endowed Chair(s) Educational Infrastructure									
Total Project Amour	nt	Total Private/Nor	profit Donation						
\$75,000		\$50,000							
		Pledge Amount		Cash Amount					
		\$50,000							
State Grant Reques	t	Other Sources (if	applicable)						
\$25,000									
I		orm of a pledge, please	=						
		five years beg	Jiririirig Oct	LODEI 2019					
Please provide documentation for the following:  • Community support									
<ul> <li>Student support</li> <li>Private or nonprofit donation (Names may be redacted at the request of anonymous donors)</li> </ul>									
Date of Committee									
Date of Committee	IVeview	Yes No							
Date Scope Approv	red Date	Scope Denied		Date of Budget Section Approval Granted					
<u>l</u>									

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# GIFT AGREEMENT

I/we pledge to UND through the UND Alumni Association and Foundation a gift of **\$50,000.00**. This gift is to be used as follows:

\$50,000.00 to Endowment

To be paid over 5 years, beginning on October 1, 2019

**Please make checks payable to UND Alumni Association and Foundation.** Pledge reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pledges per IRS guidelines.

## PRIMARY DONOR CONTACT INFORMATION



### RECOGNITION PREFERENCE

**Public:** With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)

This is how your name will be displayed for recognition purposes:

**Anonymous:** With anonymous gifts, your name will be excluded from <u>all</u> recognition lists and naming opportunities.

I prefer this gift to be anonymous: 

Yes



All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

\*\*If this gift is not approved to be matched by the North Dakota State Higher Education Challenge Grant committee, then this gift agreement becomes null and void\*\*

(See next page for matching gifts and payment information) -----

35076 | 161084



# **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

PLEASE AUTOMATE MY PAYMENT	
----------------------------	--

$\square$ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip	.)
☐ Debit/Credit Card (You will be contacted to set up payment.)	
All automatic payments are processed on the 1st and 15th of the month.	

For internal use only					
Additional agreements may be required. Check any additional boxes that apply:					
☐ New Endowment	☐ Building/Naming Opportunities	☐Trust/Gift Annuity	☐ New Donor Advised Fund		

DO1: Shane Hersch



# ENDOWMENT AGREEMENT

**Endowment** 

- nereinafter referred to as "the Donors", desiring to support the ongoing growth and development of the University of North Dakota ("the University"), hereby establish the Endowment ("the Fund") within the UND Alumni Association and Foundation ("the Foundation"). It is the intent of the Donors to make periodic contributions to the Fund until the aggregate amount of such contributions ("the contribution total") reaches the minimum amount required for the Fund to be administered as an endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the contribution total reaches the minimum amount (\$25,000), no annual allocations shall be distributed from the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be administered as an endowment by the Foundation according to the following provisions of this Agreement. If the contribution total has not reached the minimum amount within five years after the initial contribution to it, however, the Foundation shall combine the Fund with a similar existing endowment or spend for the purposes designated.
- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for one or more scholarships to students who intend to major in accounting. Preference shall be given to students from North Dakota.
- 3. PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.



Endowment

The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- **5. ADDITIONAL CONTRIBUTION:** The Donors or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donors agree that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donors in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donors' original intent.
- **8. ACCEPTANCE OF AGREEMENT:** For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donors and any other persons with respect to the Fund, contributions to it, and its administration.

	9/24/2019	
	Date	
	0 /24 /2010	
	9/24/2019	
	Date	
DocuSigned by:		
Nancy Pederson	9/24/2019	
Nancy Pederson	 Date	
VP of Finance		
UND Alumni Association and		
Foundation		





Date Submitted

10/2/19

# ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Name of College or University

University of North Dakota

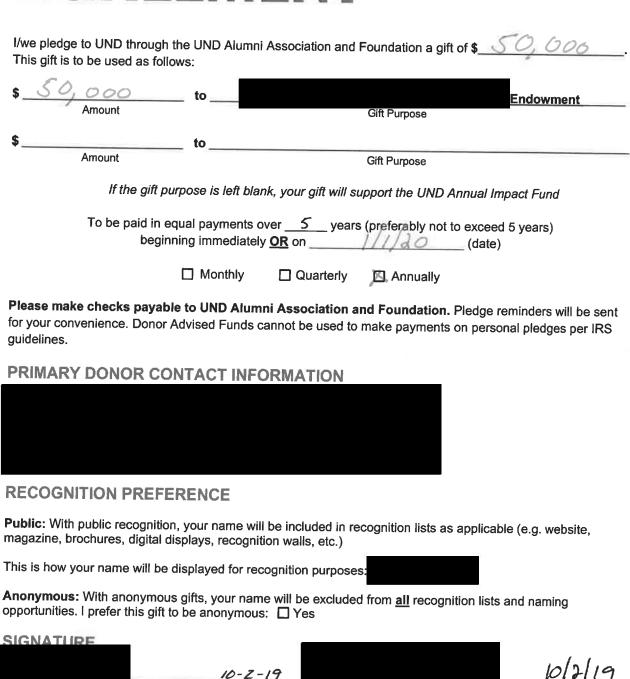
Name of Contact	Daytime Telephone Number	Email Address			
President Joshua Wynne	701-777-2514	joshua.wynne@und.edu			
Name of Project					
Scholarship Endowment - Account	ing 56964				
Description of Project					
The Foundation shall distribute allocations from the Fund each year for one or more scholarships for incoming freshmen students with preference given to those that intend to major in Accounting.					
Briefly explain how this project advance	es the academic mission of the inst	itution			
		h Dakota's Scholarships well into the future.			
Project is advancing academics through	<u>h:</u>				
Research Scholarships	Technology Endowed Ch	air(s) Educational Infrastructure			
Total Project Amount	Total Private/Nonprofit Donation				
\$75,000	\$50,000				
	Pledge Amount	Cash Amount			
	\$50,000				
State Grant Request Other Sources (if applicable)					
\$25,000					
If the donation is provided in the form o					
Equal payments over five years beginning November 2020					
Please provide documentation for the following:					
Date of Committee Review		Budget Section Approval Required Yes No			
Date Scope Approved Date Scope Denied		Date of Budget Section Approval Granted			

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

patty.schock@ndus.edu

Submit completed form and all documentation to:

# GIFT AGREEMENT



All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information) -

FOUNDATION

185034

# **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

# PLEASE AUTOMATE MY PAYMENT

☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)
All automatic payments are processed on the 15th day of the month.

For internal use only				
Additional agreements may be required. Check any additional boxes that apply:				
☐ New Endowment	☐ Building/Naming Opportunities	☐Trust/Gift Annuity	☐ New Donor Advised Fund	



Return completed form to: 3501 University Ave. Stop 8157 | Grand Forks, ND 58202 giftplanning@UNDfoundation.org | 701.777.2611 | UNDalumni.org

## ENDOWMENT



- 1. DONOR AND ENDOWMENT: hereinafter referred to as "the Donors", desiring to support the ongoing growth and development of the University of North Dakota ("the University"), hereby establish the Endowment ("the Fund") within the UND Alumni Association and Foundation ("the Foundation"). It is the intent of the Donors to make periodic contributions to the Fund until the aggregate amount of such contributions ("the contribution total") reaches the minimum amount required for the Fund to be administered as an endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the contribution total reaches the minimum amount (\$25,000), no annual allocations shall be distributed from the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be administered as an endowment by the Foundation according to the following provisions of this Agreement. If the contribution total has not reached the minimum amount within five years after the initial contribution to it, however, the Foundation shall combine the Fund with a similar existing endowment or spend for the purposes designated.
- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for one or more scholarships for incoming freshmen students with preference given to those that intend to major in Accounting.
- PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.



The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- 5. ADDITIONAL CONTRIBUTION: The Donors or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donors agree that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donors in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donors' original intent.
- 8. ACCEPTANCE OF AGREEMENT: For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donors and any other persons with respect to the Fund, contributions to it, and its administration.

	10/2-/19 Date
Nancy Pederson VP of Finance UND Alumni Association and	9-24-19 Date



Foundation



### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University				
11/19/19	University of North Dakota				
Name of Contact			Daytime Telephone Number	Email Address	
President Joshua Wynne 701-777-2514		701-777-2514	joshua.wynne@und.edu		
Name of Project					
Scholarship Endowment - Accounting 56990					
Emerging Leaders: All students, selected by	Description of Project  Emerging Leaders: Allocations from this endowment will provide scholarships for College of Business & Public Administration students, selected by Department of Accounting, who are: a junior or senior, have declared Accounting as a major, are from North Dakota, and have a GPA of 3.0 or higher.				
Briefly explain how this project advances the academic mission of the institution.  This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future.					
	<u>-</u> -				
Project is advancing Research	g academi Scholars		n: Technology Endowed Cl	nair(s) Educational Infrastructure	
Total Project Amour	nt		Total Private/Nonprofit Donation		
\$299,589.71			\$50,000		
			Pledge Amount \$50,000	Cash Amount	
State Grant Request Other Sources (if applicable) \$25,000			Other Sources (if applicable)		
•			f a pledge, please provide a detail		
To be paid over seven years beginning November 2020					
Please provide documentation for the following:					
Date of Committee Review  Budget Section Approval Review  Yes No			Budget Section Approval Required		

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

### GIFT AGREEMENT

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

**GIFT INFORMATION** 

I/we pledge to UND through the UND Alumni Association & Foundation a gift of: \$50,000.00

**GIFT DESIGNATION:** 

\$50,000.00 to

To be paid as follows:

\$10,000 on November 1, 2020
\$6,666 on November 1, 2021
\$6,666 on November 1, 2022
\$6,667 on November 1, 2023
\$6,667 on November 1, 2024
\$6,667 on November 1, 2025
\$6,667 on November 1, 2025
\$6,667 on November 1, 2026

**Please make checks payable to UND Foundation.** Pleage reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pleages per IRS guidelines.

#### PRIMARY DONOR CONTACT INFORMATION



#### RECOGNITION PREFERENCE

☐ I/We prefer this gift to be ANONYMOUS. With anonymous gifts, your name will be excluded from all recognition lists and naming opportunities.

Public: With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)

Please publish my/our name(s) as follows:



All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information) -



159804 | 159729

#### **MATCHING GIFTS**

Any gifts received from your employers' matching gift programs will fulfill your personal	commitment as
indicated on page 1 of this form and also will count toward your Eternal Flame Society re	ecognition.

Additional agreements may be required. Check any additional hoves that apply:
For internal use only
☐ Debit/Credit Card (You will be contacted to set up payment.)  All automatic payments are processed on the 1 <sup>st</sup> and 15 <sup>th</sup> of the month.
☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
PLEASE AUTOMATE MY PAYMENT
indicated on page 1 of this form and also will count toward your Eternal Flame Society recognition.

☐ New Endowment ☐ Building/Naming Opportunities ☐ Trust/Gift Annuity ☐ New Donor Advised Fund

DO1: Jay Erickson DO2:





#### AGREEMENT BETWEEN

### AND THE UNIVERSITY OF NORTH DAKOTA FOUNDATION

donors of the	
Endowment dated December 26, 2012 hereby directs the University of North Dakota Foundation, to	
rename the the the thing are the things and the things are the thi	
Endowment.	

Dated this 27th day of November, 2017.

Laura Block

Chief Financial Officer

University of North Dakota Foundation

1 2 18 Call faire hat Table hat I have had the same of the same of



3501 University Ave. Stop 8157 Grand Forks, ND 58202-8157 fax: 701 777 4054

800.543.8764 / 701.777.2611

#### Endowment

	hereinafter referred to as the Donors, of
desiring to inve	in the ongoing growth and development of the University of North Dakota, have
established the	Endowment within the University of North Dakota Foundation.

This endowment has been established in perpetuity with a direct gift from the Donors to the UND Foundation. The principal of this endowment shall be commingled with other endowments and managed in the investment portfolio of the UND Foundation. The investment portfolio shall be part of the annual audit of the University of North Dakota Foundation, conducted by an independent public accounting firm as approved by the UND Foundation Audit Committee and Board of Directors. The portfolio shall be managed in accordance with the established investment policy adopted by the UND Foundation Board of Directors. This gift may be eligible to be matched \$1 for every \$3 who appreciates the opportunity contributed as part of a challenge grant from the to acknowledge donors. Challenge grant matches are made quarterly subject to approval and available funding on a first contributed, first matched basis.

The investment goal, based on total return, aims to provide a meaningful allocation while preserving the purchasing power of the endowment against inflation, thereby ensuring intergenerational equity. Allocations shall be distributed each year in accordance with the UND Foundation spending policy adopted by the Board of Directors and only for the purposes as designated by the Donors in this agreement.

The Donors or other persons may, at any time, either with a direct or deferred gift arrangement, make additional contributions to the University of North Dakota Foundation to be added to this endowment.

Allocations from this endowment will provide scholarships for College of Business & Public Administration students, selected by Department of Accounting, who are: a junior or senior, have declared Accounting as a major, are from North Dakota, and have a GPA of 3.0 or higher.

The Donors agree to publicity being given to the establishment of this endowment and to the annual presentation of allocations.

The University of North Dakota Foundation, as Trustee of the Endowment shall be entitled to compensation for services hereinunder according to the Trustee's schedule of fees in effect at the time such services are rendered.

If, at any time in the future, changes at the University of North Dakota make the purpose as designated by the Donors no longer applicable, and if the Donors are no longer available to select another purpose, the Board of Directors of the University of North Dakota Foundation may select a purpose consistent with the highest priority needs of the University of North Dakota.

Sacrate Executive Vice President
Chief Financial Officer
UND Foundation

12/26/12

Date

12/26/12

Date



Date Submitted

#### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION

NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

TV CVCTEM

Name of College or University

11/25/19	University of No	rth Dakota			
Name of Contact		Daytime Telephone Number	Email Address		
President Joshua	Wynne	701-777-2514	joshua.wynne@und.edu		
Name of Project					
Scholarship Endowment - College of Arts & Sciences 56999					
Description of Project	ct				
within the College of A	The Foundation shall distribute allocations from the Fund each year for scholarships for Physics and/or Mathematics students within the College of Arts and Sciences at the University of North Dakota with preference to those from rural areas in North Dakota or around the Greater Grand Forks region.				
Briefly explain how t	his project advanc	es the academic mission of the ins	stitution.		
l	• •		rth Dakota's Scholarships well into the future.		
Project is advancing Research	academics through Scholarships	gh: Technology Endowed C	chair(s) Educational Infrastructure		
Total Project Amour	<u> </u>	Total Private/Nonprofit Donation			
\$152,990.48		\$50,000			
		Pledge Amount	Cash Amount		
		\$50,000			
State Grant Reques \$25,000	t	Other Sources (if applicable)			
If the donation is pro	If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule.				
To be paid o	ver six year	s beginning Decembe	er 2020		
Please provide docu	support port	ollowing: Names may be redacted at the re	quest of anonymous donors)		
Date of Committee	Review		Budget Section Approval Required Yes No		
Date Scope Approv	ed Date Sco	pe Denied	Date of Budget Section Approval Granted		

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

patty.schock@ndus.edu

Submit completed form and all documentation to:

# AGREEMENT

0,000	to				
Amount			Cif. Purpose		
	to				
Amount			Gift Purpose		
If the gif	r purpose is left blank, you	ir gift will su	pport the UND An	nual Impact Fund	
To be paid be	in equal payments over eginning immediately <u>OR</u>	6 years	(preferably not to	exceed 5 years) (date)	
	☐ Monthly ☐	Quarterly	Manually		
MARY DONOR	CONTACT INFORM	ATION			
MARY DONOR	CONTACT INFORM	ATION			
		ATION			
OGNITION PR		ncluded in re	ecognition lists as	applicable (e.g. webs	site,
OGNITION PR	EFERENCE mition, your name will be l	ncluded in revalls, etc.)		applicable (e.g. webs	site,
OGNITION PR	EFERENCE mition, your name will be to ital displays, recognition w	nctuded in revalls, etc.) tion purpose	15		
OGNITION PR :: With public recog tine, brochures, dig : how your name wi mous: With anony unities. I prefer this	EFERENCE  Inition, your name will be a lital displays, recognition will be displayed for recognition will be displayed for recognition of the contract of the	nctuded in revalls, etc.) tion purpose	15		
OGNITION PR	EFERENCE  Inition, your name will be a lital displays, recognition will be displayed for recognition will be displayed for recognition of the contract of the	ncluded in revalls, etc.) tion purpose to exclude Yes	15		

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax hability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal



Revenue Code Section 500.

11111111.



#### Endowment

here	inafter referred to as "the Donor", desiring to
support the ongoing growth and development of th	e University of North Dakota ("the University"),
hereby establishes the	Endowment ("the Fund") within the University
of North Dakota Foundation ("the Foundation").	

It is the intent of the Donor to make periodic contributions to the Fund until the aggregate amount of such contributions ("the contribution total") reaches the minimum amount required for the Fund to be administered as an endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the contribution total reaches the minimum amount, no annual allocations shall be distributed from the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be administered as an endowment by the Foundation according to the following provisions of this Agreement. If the contribution total has not reached the minimum amount within five years after the initial contribution to it, however, the Foundation shall spend the then-existing Fund balance for the purpose stated in this Agreement to the extent practical.

When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for scholarships for Physics and/or Mathematics students within the College of Arts & Sciences at the University of North Dakota with preference to those from rural areas in North Dakota or around the Greater Grand Forks region. The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").

When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.

Endowment

Page 2

The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.

The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.

The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund, contributions to it, and its administration.

9114116

Laura Block

Chief Financial Officer

University of North Dakota Foundation

264



### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College of	or University		
11/26/19	University of No	rth Dakota		
Name of Contact		Daytime Telephone Number	Email Address	
President Joshua Wynne		701-777-2514	joshua.wynne@und.edu	
Name of Project				
Scholarship Endowment - Aviation 56995				
	distribute allocations egard School of Aero		nore scholarships for Aviation students studying given to students from North Dakota, second	
Briefly explain how	this project advance	es the academic mission of the ins	stitution.	
• •			rth Dakota's Scholarships well into the future.	
Project is advancing	a academics through	ıh:		
_	Scholarships	Technology Endowed C	chair(s) Educational Infrastructure	
Total Project Amour \$112,500	Total Project Amount Total Private/Nonprofit Donation \$75,000			
		Pledge Amount Cash Amount \$75,000		
State Grant Reques \$37,500	·			
If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule.  To be paid over five years beginning December 2019				
Please provide documentation for the following:				
			Budget Section Approval Required Yes No	
Date Scope Approv	red Date Sco	pe Denied	Date of Budget Section Approval Granted	

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

### GIFT AGREEMENT

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

#### **GIFT INFORMATION**

I/we pledge to UND through the UND Alumni Association & Foundation a gift of: \$50,000.00

GIFT DESIGNATION: \$50,000.00 to the	■ Endowment
To be paid over 5 years, annually.	
For pledge reminder purposes, first payment to be made on: 12/20/2019	

**Please make checks payable to UND Foundation.** Pledge reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pledges per IRS guidelines.

#### PRIMARY DONOR CONTACT INFORMATION



#### RECOGNITION PREFERENCE

☐ I/We prefer this gift to be ANONYMOUS. With anonymous gifts, your name will be excluded from all recognition lists and naming opportunities.

Public: With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)

Please publish my/our name(s) as follows:



All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information) •
UMNI ASSOCIATION

57856 |

#### **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

#### PLEASE ALITOMATE MY PAYMENT

PLEASE AUTOMATE MIT PATMEN	I		
<ul><li>☐ ACH from Checking/Savings Account (</li><li>☐ Debit/Credit Card (You will be contacted All automatic payments are processed)</li></ul>	ed to set up	payment.)	ings deposit slip.)
Fo	or internal	use only	
Additional agreements may be required. Ch	neck any a	dditional boxes that a	pply:
☐ New Endowment ☐ Building/Naming Oppo	ortunities	☐Trust/Gift Annuity	☐ New Donor Advised Fund



3501 University Ave. Stop 8157 | Grand Forks, ND 58202

DO1: Jonathan Gehrke

#### Scholarship Endowment – Aviation 11-26-19 #1

The donor pledged \$50,000 and will apply for a matching gift from their employer's matching gift program. The Delta Airlines Foundation matches 1:1. Information on this match program is attached.

Donor commitment: \$50,000

Delta Airlines Foundation: \$25,000

Total: \$75,000



#### **Matching Gifts to Education**

The Delta Air Lines Foundation matches Delta Air Lines employees, retirees and Board of Directors donations to public and private, accredited, non-profit, educational institutions, pre-K through post-graduate, on a 1-for-1 basis up to a \$5,000 cap per individual, per calendar year. The Matching Gifts to Education program provides another valuable way for Delta people to get involved in the communities where we live, work and serve and make a difference through educational contributions.

Eligible participants: All active Delta Air Lines employees, retirees and Board of Directors. Gifts from spouses are not eligible.

Institutions: Public and private, accredited, non-profit educational institutions (pre-K to post-graduate) 501(c)(3) or 170(c)(1) in the United States or its territories.

Match: \$1:\$1

Cap: \$5,000 per employee, per calendar year

Minimum donation amount: \$25.00

Form of Payment: Cash, Check, Visa, MasterCard, American

Express, Discover or Stock donations

Cap from Foundation: Up to \$5M to Matching Gifts to Education

program per calendar year

Implementation: July 1, 2016

Deadline for previously given gift request: 180 days (six months)

How the Matching Gifts to Education Program works:

Donors must donate to an eligible institution via Delta's Matching Gifts to Education website for immediate match using an approved major credit card.

Donations can be made via checks, cash, credit card and stock donations to the educational institutions directly and request a match via Delta's Matching Gifts to Education website up to 180 days after donating to the institution.

Matching gifts will be received by the designated institutions within four to six weeks after donation request has been approved on our website.

For additional information or questions:

Please contact Matching Gifts to Education support for technical assistance and educational institutions eligibility related questions at 877-519-1832 (8:00am-8:00pm Eastern on business working days) or via email at <a href="Delta@Consiva.net">Delta@Consiva.net</a>

If you are an active Delta employee or retiree and unable to access the Matching Gifts to Education website, please contact 1-800-MY DELTA (1-800-693-3582) - 8:00am-5:00pm Eastern on business working days.

For other inquiries, e-mail MatchGift@delta.com

#### Judy Graham-Weaver

Community Affairs Manager Delta Air Lines

To submit charitable donation requests, visit: <a href="https://www.delta.com/charity">www.delta.com/charity</a>
<a href="https://www.delta.com/charity">DELTA</a>



## ENDOWMENT AGREEMENT

#### **Endowment**

1.	DONOR AND ENDOWMENT: , hereinafter referred
	to as "the Donors", desiring to support the ongoing growth and development of the University of North
	Dakota ("the University"), hereby establish the
	Endowment ("the Fund") within the UND Alumni Association and Foundation ("the Foundation"). The Fund
	shall be established in perpetuity with a testamentary gift from the Donors to the Foundation. The Donors
	intend that, when received, this deferred gift ("the contribution total") will be sufficient to be administered as
	an endowment according to the Foundation's gift acceptance policy ("the minimum amount"). At such time
	as the contribution total reaches the minimum amount (\$50,000), the Fund shall be administered as an
	endowment by the Foundation according to the following provisions of this Agreement. If the funds
	received are insufficient to establish an endowment, the Foundation shall combine the Fund with a similar
	existing endowment or spend for the purposes designated.

- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for one or more scholarships for Aviation students studying within the John D. Odegard School of Aerospace Sciences with first preference given to students from North Dakota, second preference to students from Minnesota.
- PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board. The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.



Endowment

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- **5. ADDITIONAL CONTRIBUTION:** The Donors or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donors agree that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donors in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donors' original intent.
- **8. ACCEPTANCE OF AGREEMENT:** For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donors and any other persons with respect to the Fund, contributions to it, and its administration.

	— DocuSign	ed by:			
- (					
	Name .	Pederson			
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Nancy Pederson
VP of Finance
UND Alumni Association and
Foundation

11/26/2019
Date
11/26/2019
Date
11/26/2019
Date





Date Submitted

### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Name of College or University

11/26/2019	11/26/2019 University of North Dakota								
Name of Contact			Daytime Telephone Number	Email Address					
President Joshua	Wynne		701-777-2514	joshua.wynne@und.edu					
Name of Project									
Scholarship Endo	wment -	- Aviation	56996						
Description of Project									
The Foundation shall distribute allocations from the Fund each year for one or more scholarships for Aviation students. Preference shall be given to a student desiring to pursue a military career.									
'			es the academic mission of the inst						
This endowment gift e	nsures ne	ecessary fina	ancial support of the University of Nort	h Dakota's Scholarships well into the future.					
Project is advancing	_								
Research _	Schola	rsnips	Technology Endowed Ch	nair(s) Educational Infrastructure					
Total Project Amour	nt		Total Private/Nonprofit Donation						
\$92,500			\$50,000						
			Pledge Amount Cash Amount						
			\$50,000						
State Grant Reques	t		Other Sources (if applicable)						
\$25,000									
•			f a pledge, please provide a detaile						
To be paid over five years beginning December 2020									
Please provide documentation for the following:									
Date of Committee	Review			Budget Section Approval Required Yes No					
Date Scope Approv	ed	Date Sco	pe Denied	Date of Budget Section Approval Granted					

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

## GIFT AGREEMENT

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

**GIFT INFORMATION** 

I/we pledge to UND through the UND Alumni	Accociation & Foundation	up a gift of: \$50 000 00

GIFT DESIGNATION: \$50,000.00 to the	Scholarship Endowmen	ıt
To be paid in equal payments over 5 years, annually.		
For pledge reminder purposes, first payment to be ma	ade on: 12/1/2020	
Please make checks payable to UND Foundation. Funds cannot be used to make payments on personal pledges payments.		. Donor Advised
PRIMARY DONOR CONTACT INFORMA	TION	
RECOGNITION PREFERENCE		
☐ I/We prefer this gift to be ANONYMOUS. With a recognition lists and naming opportunities.	anonymous gifts, your name will be exclude	ed from all
Public: With public recognition, your name will be inclumagazine, brochures, digital displays, recognition wall		website,
Please publish my/our name(s) as follows:		
11/26/2019		
Date	Signature	Date
All gifts to UND through the University of North Dakota Alumni A	Association and Foundation are tax deductible to the	e extent provided

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal

(See next page for matching gifts and payment information)



by law. Please consult your tax advisor.

Revenue Code Section 509.

#### **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

#### PLEASE AUTOMATE MY PAYMENT

<ul><li>☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)</li><li>☐ Debit/Credit Card (You will be contacted to set up payment.)</li></ul>	
All automatic payments are processed on the 1 <sup>st</sup> and 15 <sup>th</sup> of the month.	
For internal use only	
Additional agreements may be required. Check any additional boxes that apply:	
□ Now Endowment □ Building/Neming Opportunities □ □ Truct/Cift Appuity □ New Depar Advised Fund	٠,



DO1: Jonathan Gehrke

### ENDOWMENT AGREEMENT

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1.	DONOR AND ENDOWMENT: hereinafter referred to as "the
	Donor", desiring to support the ongoing growth and development of the University of North Dakota ("the
	University"), hereby establishes the Endowment ("the Fund")
	within the UND Alumni Association and Foundation ("the Foundation"). It is the intent of the Donor to
	make periodic contributions to the Fund until the aggregate amount of such contributions ("the
	contribution total") reaches the minimum amount required for the Fund to be administered as an
	endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the
	contribution total reaches the minimum amount (\$25,000), no annual allocations shall be distributed from
	the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the
	Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be
	administered as an endowment by the Foundation according to the following provisions of this
	Agreement. If the contribution total has not reached the minimum amount within five years after the
	initial contribution to it, however, the Foundation shall combine the Fund with a similar existing
	endowment or spend for the purposes designated.

- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for one or more scholarships for Aviation students. Preference shall be given to a student desiring to pursue a military career.
- 3. PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.



Endowment

The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- **5. ADDITIONAL CONTRIBUTION:** The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.
- **8. ACCEPTANCE OF AGREEMENT:** For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund, contributions to it, and its administration.

	11/30/2018 11:03:01 PM CST
	Date
DocuSigned by:	
Nancy Pederson	11/30/2018 5:57:45 PM CST
Nancy Pederson	Date
VP of Finance	
UND Alumni Association and	



Foundation



### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University								
11/15/19	University of North Dakota								
Name of Contact			Daytime Telephone Number	Email Address					
President Joshua	Wynne		701-777-2514	joshua.wynne@und.edu					
Name of Project									
Scholarship Endo	wment -	Aviation	56970						
Description of Project	ct								
The Foundation shall distribute allocations from the Fund each year for one or more scholarships to Aviation students majoring in flight programs which include: Aviation Management, Commercial Aviation, Flight Education and UAS.									
Briefly explain how t	his proje	ct advance	es the academic mission of the in	stitution.					
This endowment gift e	ensures ne	cessary fina	ancial support of the University of No	orth Dakota's Scholarships well into the future.					
Project is advancing									
Research 🗸	Scholai	rsnips	Technology Endowed (	Chair(s) Educational Infrastructure					
Total Project Amour	nt		Total Private/Nonprofit Donation	١					
\$309,162.56			\$161,000						
		•	Pledge Amount	Cash Amount					
			\$161,000						
State Grant Reques \$80,500	t		Other Sources (if applicable)						
If the donation is pro	ovided in	the form o	f a pledge, please provide a deta	ailed cash flow schedule.					
To be paid o	n or b	efore l	December 31, 2019						
Please provide documentation for the following:									
Date of Committee	Review			Budget Section Approval Required Yes No					
Date Scope Approv	ed	Date Sco	pe Denied	Date of Budget Section Approval Granted					

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129



Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

#### **GIFT INFORMATION**

I/we pledge to UND through the UND Alumni Association & Foundation a gift of: \$161,000.00

GIFT DESIGNATION: \$161,000.00 to

To be paid on or before December 31, 2019

Please make checks payable to UND Foundation. Pledge reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pledges per IRS guidelines.

#### PRIMARY DONOR CONTACT INFORMATION

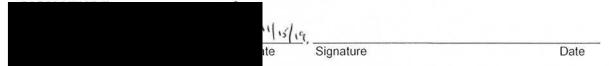


#### RECOGNITION PREFERENCE

☐ I/We prefer this gift to be ANONYMOUS. With anonymous gifts, your name will be excluded from all recognition lists and naming opportunities.

Public: With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)

Please publish my/our name(s) as follows:



All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information) ---->

91208 |





If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

_									
F	7	FA	SF	AUIT	OM	ATE	MY	PAY	MENT

☐ ACH from Checking/Savings Account (Please attach a voided check/savings	deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)	
All automatic payments are processed on the 1st and 15th of the month.	

()====================================	For internal	use only			
Additional agreements may be required. Check any additional boxes that apply:					
☐ New Endowment	☐ Building/Naming Opportunities	☐ Trust/Gift Annuity	☐ New Donor Advised Fund		
			DO1: Jonathan Gehrke DO2:		





#### Endowment

1.	Donor and Endowment: hereinafter referred to as
	"the Donor", desiring to support the ongoing growth and development of the University of
	North Dakota ("the University"), hereby establishes the
	Endowment ("the Fund") within the University of North Dakota Foundation ("the
	Foundation").
	It is the intent of the Donor to make periodic contributions to the Fund until the aggregate
	amount of such contributions ("the contribution total") reaches the minimum amount
	required for the Fund to be administered as an endowment according to the Foundation's gift
	acceptance policy ("the minimum amount"). Until the contribution total reaches the
	minimum amount (\$25,000), no annual allocations shall be distributed from the Fund, and the
	Foundation shall have discretion as to whether and how to invest the assets of the Fund. At
	such time as the contribution total reaches the minimum amount, the Fund shall be
	administered as an endowment by the Foundation according to the following provisions of
	this Agreement. If the contribution total has not reached the minimum amount within five
	years after the initial contribution to it, however, the Foundation shall spend the then-existing
	Fund balance for the purpose stated in this Agreement to the extent practical.

- 2. **Purpose:** When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for one or more scholarships to Aviation students majoring in flight programs which include: Aviation Management, Commercial Aviation, Flight Education and UAS.
- 3. **Payout Policy:** The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. Endowment Management: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit

Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.

The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- 5. Additional Contribution: The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- 6. **Publicity:** The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. **Agreement Modification:** If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.
- 8. Acceptance of Agreement: For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund, contributions to it, and its administration.

ScenBler 10-17-16

Laura Block Date
Chief Financial Officer

Date

University of North Dakota Foundation



#### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION

NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted Name of College or University 10/1/19 University of North Dakota Name of Contact **Email Address** Daytime Telephone Number 701-777-2514 President Joshua Wynne joshua.wynne@und.edu Name of Project Scholarship Endowment - Aviation 56971 Description of Project Allocations from the endowment will provide one or more scholarships to students studying Aviation within the John D. Odegard School of Aerospace Sciences at the University of North Dakota. Briefly explain how this project advances the academic mission of the institution. This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future. Project is advancing academics through: Endowed Chair(s) Research Scholarships Technology Educational Infrastructure **Total Project Amount** Total Private/Nonprofit Donation \$50,000 \$175,823.87 Pledge Amount Cash Amount \$50,000 State Grant Request Other Sources (if applicable) \$25.000 If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule. On or before December 31, 2019 Please provide documentation for the following: Community support

- Student support
- Private or nonprofit donation (Names may be redacted at the request of anonymous donors)

Date of Committee Review		Budget Section Approval Required Yes No		
Date Scope Approved	Date Scope Denied	Date of Budget Section Approval Granted		

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

## GIFT AGREEMENT

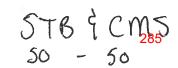
I/we pledge to UND through the This gift is to be used as follows:	he UND Alumni As	sociation and l	Foundation a gift of \$ /00	0000
e Sh'o co	W3.			
Amount	_ to _			
\$ 50,000	_ to _			
Amount			Gift Purpose	
If the gift pur	pose is left blank, y	your gift will su	pport the UND Annual Impact I	-und
To be paid in eq beginn	<sub>l</sub> ual payments over ling immediately <u>O</u>	ryears R on	(preferably not to exceed 5 ye (date)	ars)
	☐ Monthly	☐ Quarterly	☐ Annually	
Please make checks payable for your convenience. Donor Aguidelines.	e to UND Alumni A Ndvised Funds can	Association a not be used to	nd Foundation. Pledge remind make payments on personal p	ders will be sent ledges per IRS
PRIMARY DONOR CO		RMATION		
RECOGNITION PREFE	RENCE			
Public: With public recognition magazine, brochures, digital di	ı, your name will be splays, recognition	e included in re n walls, etc.)	ecognition lists as applicable (e	.g. website,
This is how your name will be	displayed for recog	nition purpose	s	
Anonymous: With anonymous opportunities. I prefer this gift	s gifts, your name v to be anonymous:	will be excluded ☐Yes	d from <u>all</u> recognition lists and	naming
	10/1/19	9		
	Øate	Signature	е	Date
All gifts to UND through the Universit by law. Please consult your tax advis	ty of North Dakota Alui	mпi Association a	and Foundation are tax deductible to	the extent provided

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal

///// UND ALUMNI ASSOCIATION FOUNDATION

Revenue Code Section 509.

(See next page for matching gifts and payment information) -





A grant to a charity will be accompanied by a letter recognizing the donor-advised fund as the source of the grant. You may choose to be recognized, elect to recognize a family member or friend, or make the grant anonymously. If you need assistance, call 866-803-0389.

Return completed form to rcf@reninc.com or fax to 877-222-1829

DONOR-ADVISE	D FUND INFORMATIO	N_		
Fund name				
Account # or Dono	of Record SSN			
RECOGNITION	OR GRANT			10 H 10 10 10 10 10 10 10 10 10 10 10 10 10
Please recogniz	Please recognize the original Donor of Record of the donor-advised fund.			
☐ Please recogniz	Please recognize the following named individual in connection with the grant:			
Full name				
Street address		City/State/Zip		
☐ Please issue thi	s grant anonymously.			
GRANT AMOUN	Г			
Recommended	grant amount: \$ 160'00	o — (minimum \$250)		
☐ I would like this	grant to be issued on the fo	ollowing specified future date (must be	e one (1) mo	nth or
	of submission of this reques			
_	its of equivalent amounts to Quarterly   Other:	be paid on the following recurring ba	sis:	
■ RECOMMENDED	GRANT RECIPIENT			
Name of recommended charity UND Alumi Association Foundation  Street address 3501 University AUE. City/State/Zip Grand Forks ND				
Street address	3501 university 5top 8157	AUE. City/State/Zip	Grand	Forks ND
Phone number	(201 ) 777: 261		•	58202
Special Instructions	50% To			
Purpose/Use	50% To			
Tax ID #	45-63482	96		
ACKNOWLEDGM		***************************************		-
in the program circul recommended charit tickets, goods, or oth charitable organization	ar. I hereby certify that a) ne able organization; b) the reco er services; and c) the grant n. I further certify my under	ledge that I have read the grant recommither I nor anyone related to me will recommended grant will not pay for member does not fulfill a pre-existing binding postanding that my recommendation is accorded. Charitable Foundation Inc.	ceive any be pership dues, ledge to the	nefit from the fees, tuition, benefit recommended
Signature		arthuritide, the gladin and anyone and		
Printed Name			Date	16/1/18

#### **Research By Transaction Report**

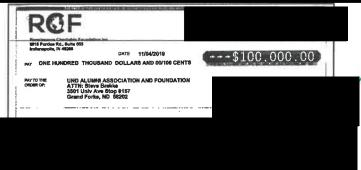
Report Created on 11/12/2019 11:56:31

Presenter: AF University of North Dakota Foundation Location(s): University of North Dakota Foundation

Research ID: 1

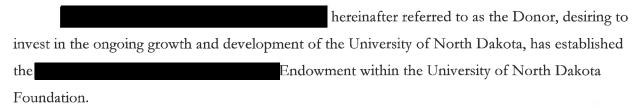
Status: Acknowledged







#### Endowment



It is the intent of the Donor to make periodic gifts to this endowment until it reaches the minimum level to become fully endowed and administered accordingly by the University of North Dakota Foundation gift acceptance policy. Until the endowment reaches the required minimum funding level, no interest shall accrue and no annual allocations shall be distributed.

Upon reaching the minimum level, the principal of the then recognized endowment shall be commingled with other endowments and managed in the investment portfolio of the UND Foundation. The investment portfolio shall be part of the annual audit of the University of North Dakota Foundation, conducted by an independent public accounting firm as approved by the UND Foundation Audit & Risk Committee and Board of Directors. The portfolio shall be managed in accordance with the established investment policy adopted by the UND Foundation Board of Directors.

The investment goal, based on total return, aims to provide a meaningful allocation while preserving the purchasing power of the endowment against inflation. Allocations shall be distributed each year in accordance with the UND Foundation spending policy adopted by the Board of Directors and only for the purposes as designated by the Donor in this agreement.

The Donor or other persons may, at any time, either with a direct or deferred gift arrangement, make additional contributions to the University of North Dakota Foundation to be added to this endowment. If the Endowment has not attained the minimum endowment funding level within five years, the UND Foundation shall spend the then-existing fund balance for the established purpose or as closely reflecting the Donor's original intent.

Allocations from the endowment will provide one or more scholarships to students studying Aviation within the John D. Odegard School of Aerospace Sciences at the University of North Dakota.

The Donor agrees to publicity being given to the establishment of the endowment and to the annual presentation of allocations.

The University of North Dakota Foundation, as Trustee of the

Endowment shall be entitled to compensation for services hereinunder according to the Trustee's schedule of fees in effect at the time such services are rendered.

If, at any time in the future, changes at the University of North Dakota make the purpose as designated by the Donor no longer applicable, obsolete, inappropriate, or impracticable, the Donor hereby authorizes the Board of Directors of the UND Foundation in consultation with the Dean of the School of Aerospace Sciences to designate an alternative purpose that most closely reflects the Donor's original intent without court approval.

Laura Block

Chief Financial Officer

University of North Dakota Foundation

2/9/15 Date

 $\frac{2/9/1}{\text{ate}}$ 



### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	ate Submitted Name of College or University						
10/25/2019	University of No	y of North Dakota					
Name of Contact		Daytime Telephone Number	Email Address				
President Joshua Wynne		701-777-2514	joshua.wynne@und.edu				
Name of Project							
Scholarship Endo	wment - Aviation	56991					
Description of Proje	ct						
The Foundation shall distribute allocations from the Fund each year for a scholarship for a freshman or sophomore student studying aviation with first preference given to a commercial aviation major, second preference given to aviation management or airport management.							
Briefly explain how	this project advance	es the academic mission of the inst	itution.				
This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future.							
Project is advancing	_						
Research	Scholarships	Technology Endowed Ch	nair(s) Educational Infrastructure				
Total Project Amour	 nt	Total Private/Nonprofit Donation					
\$75,000		\$50,000					
. ,		Pledge Amount	Cash Amount				
		\$50,000					
State Grant Request		Other Sources (if applicable)					
\$25,000		,					
If the donation is pro	ovided in the form o	f a pledge, please provide a detail	ed cash flow schedule.				
To be paid over seven years beginning December 31, 2019							
Please provide doct	support oport	ollowing: Names may be redacted at the req	uest of anonymous donors)				
Date of Committee Review  Budget Section Approval Required Yes No							

Submit completed form and all documentation to:

Date Scope Denied

patty.schock@ndus.edu

Date Scope Approved

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

Date of Budget Section Approval Granted

# GIFT AGREEMENT

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

#### **GIFT INFORMATION**

I/we pledge to UND through the UND Alumni Association & Foundation a gift of: \$25,000.00

**GIFT DESIGNATION:** 

\$25,000.00 to

**Endowment** 

To be paid in equal payments over 7 years, annually.

For pledge reminder purposes, first payment to be made on: 12/31/2019

**Please make checks payable to UND Foundation.** Pledge reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pledges per IRS guidelines.

### PRIMARY DONOR CONTACT INFORMATION

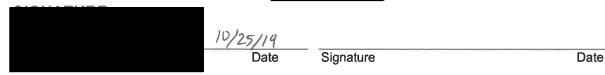


### RECOGNITION PREFERENCE

☐ **I/We prefer this gift to be ANONYMOUS.** With anonymous gifts, your name will be excluded from all recognition lists and naming opportunities.

Public: With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)

Please publish my/our name(s) as follows:



All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information)



### **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

D	1	F	20	F	ΔI	IT	0	M	Δ	TF	MY	P	11	/N	ΙF	: N	IT
	18.		40		PR 5		W/	BBTB.	~		3371 1	- 1	≂a. I	1 876		- 83	

☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)  All automatic payments are processed on the 1 <sup>st</sup> and 15 <sup>th</sup> of the month.

For internal use only								
Additional agreements may be required. Check any additional boxes that apply:								
■ New Endowment	☐ Building/Naming Opportunities	☐Trust/Gift Annuity	☐ New Donor Advised Fund					
			DO1: Jonathan Gehrke DO2:					



### Scholarship Endowment – Aviation 10-25-19

The donor pledged \$25,000 and will apply for a matching gift from their employer's matching gift program. The Delta Airlines Foundation matches 1:1. Information on this match program is attached.

Donor commitment: \$25,000

Delta Airlines Foundation: \$25,000

Total: \$50,000



### **Matching Gifts to Education**

The Delta Air Lines Foundation matches Delta Air Lines employees, retirees and Board of Directors donations to public and private, accredited, non-profit, educational institutions, pre-K through post-graduate, on a 1-for-1 basis up to a \$5,000 cap per individual, per calendar year. The Matching Gifts to Education program provides another valuable way for Delta people to get involved in the communities where we live, work and serve and make a difference through educational contributions.

Eligible participants: All active Delta Air Lines employees, retirees and Board of Directors. Gifts from spouses are not eligible.

Institutions: Public and private, accredited, non-profit educational institutions (pre-K to post-graduate) 501(c)(3) or 170(c)(1) in the United States or its territories.

Match: \$1:\$1

Cap: \$5,000 per employee, per calendar year

Minimum donation amount: \$25.00

Form of Payment: Cash, Check, Visa, MasterCard, American

Express, Discover or Stock donations

Cap from Foundation: Up to \$5M to Matching Gifts to Education

program per calendar year

Implementation: July 1, 2016

Deadline for previously given gift request: 180 days (six months)

How the Matching Gifts to Education Program works:

Donors must donate to an eligible institution via Delta's Matching Gifts to Education website for immediate match using an approved major credit card.

Donations can be made via checks, cash, credit card and stock donations to the educational institutions directly and request a match via Delta's Matching Gifts to Education website up to 180 days after donating to the institution.

Matching gifts will be received by the designated institutions within four to six weeks after donation request has been approved on our website.

For additional information or questions:

Please contact Matching Gifts to Education support for technical assistance and educational institutions eligibility related questions at 877-519-1832 (8:00am-8:00pm Eastern on business working days) or via email at <a href="Delta@Consiva.net">Delta@Consiva.net</a>

If you are an active Delta employee or retiree and unable to access the Matching Gifts to Education website, please contact 1-800-MY DELTA (1-800-693-3582) - 8:00am-5:00pm Eastern on business working days.

For other inquiries, e-mail MatchGift@delta.com

### Judy Graham-Weaver

Community Affairs Manager Delta Air Lines

To submit charitable donation requests, visit: <a href="https://www.delta.com/charity">www.delta.com/charity</a>
<a href="https://www.delta.com/charity">DELTA</a>



# ENDOWMENT AGREEMENT

**Endowment** 

1. DONOR AND ENDOWMENT:

ereinafter referred to as

///////

"the Donor", desiring to support the ongoing growth and development of the University of North Dakota ("the University"), hereby establishes the Endowment ("the Fund") within the UND Alumni Association and Foundation ("the Foundation"). It is the intent of the Donor to make periodic contributions to the Fund until the aggregate amount of such contributions ("the contribution total") reaches the minimum amount required for the Fund to be administered as an endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the contribution total reaches the minimum amount (\$25,000), no annual allocations shall be distributed from the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be administered as an endowment by the Foundation according to the following provisions of this Agreement. If the contribution total has not reached the minimum amount within five years after the initial contribution to it, however, the Foundation shall combine the Fund with a similar existing endowment or spend for the purposes designated.

- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for a scholarship for a freshman or sophomore student studying aviation with first preference given to a commercial aviation major, second preference given to aviation management or airport management.
- PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.



The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- 5. ADDITIONAL CONTRIBUTION: The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- 6. PUBLICITY: The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.
- 8. ACCEPTANCE OF AGREEMENT: For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund, contributions to it, and its administration.

DeAnna Carlson Zink Chief Executive Officer

UND Alumni Association and

Foundation

 $\frac{10/25/19}{\text{Date}}$ 





### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Submitted Name of College or University					
11/26/19	University of North Dakota					
Name of Contact			Daytime Telephone Number	Email Address		
President Joshua	Wynne		701-777-2514	joshua.wynne@und.edu		
Name of Project						
Scholarship Endo	wment -	Biology	56997			
Description of Project						
The Foundation shall distribute allocations to support scholarships for graduate or undergraduate students within the Biology Department, with preference to those with a demonstrated interest in game management.						
Briefly explain how t	thic project	ct advance	es the academic mission of the ins	titution		
				th Dakota's Scholarships well into the future.		
Project is advancing	g academ	nics throug	<u>h:</u>			
Research	Schola		Technology Endowed Cl	nair(s) Educational Infrastructure		
Total Project Amour	nt		Total Private/Nonprofit Donation			
\$215,154.40			\$65,356			
			Pledge Amount	Cash Amount		
			\$58,000	\$7,356		
State Grant Reques	it		Other Sources (if applicable)			
\$32,678						
			f a pledge, please provide a detail	ed cash flow schedule.		
			ocumentation			
<ul><li>Please provide docu</li><li>Community</li></ul>		n for the fo	ollowing:			
<ul> <li>Student sup</li> </ul>	oport					
		donation (N	Names may be redacted at the req	·		
Date of Committee Review				Budget Section Approval Required Yes No		
Date Scope Approv	ved Date Scope Denied		pe Denied	Date of Budget Section Approval Granted		
<u> </u>						

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

### Scholarship Endowment – Biology 11-26-19

Contributions for this endowment came from many sources. Pledge and check information is attached and additional contributions made by credit card or cash are listed below.

8/19/19 - \$100 10/18/19 - \$500 11/8/19 - \$500 11/26/19 - \$256

Total: \$1,356

# GIFT AGREEMENT

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

you provide information	about your girt to ensure that it	will be used in acco	dance with your w	ionos.
GIFT INFORMATIO	N			
i/we pledge to UND th	rough the UND Alumni Ass	ociation & Founda	ntion a gift of: \$_	18,000
GIFT DESIGNATIO	N: If yo			line.
\$ 18,000	to th			EMBOUR
\$	to the:			
GIFT PAYMENT To be paid in equal pay (Preferably no	ments over years. t to exceed 5 years)	☑.Annually	☐ Quarterly	☐ Monthly
For pledge reminder pu	rposes, first payment to be m	nade on: <u>//ov</u> /	1 120	20 \$1,000 /\$5,00 OVER 6 YEA
Please make checks p	payable to UND Foundation. ake payments on personal pledges	. Pledge reminders will		
PRIMARY DONOI	R CONTACT INFORMA	ATION		
RECOGNITION PI	REFERENCE			
☐ I/We prefer this gif ecognition lists and na	t to be ANONYMOUS. With ming opportunities.	anonymous gifts, y	our name will be e	excluded from all
Public: With public reco nagazine, brochures, d	gnition, your name will be incl igital displays, recognition wa	luded in <u>recognition</u> lls, etc.)	lists as applicable	e (e.g. website,
	11/6/19 Date	Signature		Date
all gifts to UND through the y law. Please consult your	University of North Dakota Alumni <i>i</i> tax advisor.	Association and Found	ation are tax deductil	ole to the extent provided
	ota Alumni Association and Founda lity by Internal Revenue Code Sect			

(See next page for matching gifts and payment information) -



57383

### **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

PI	FA	SF	ΔП	TOMA	TF	MY	PA	YM	<b>FNT</b>
				~1717	~ !! !! .				

☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)
All automatic payments are processed on the 15th day of the month.

	For internal	use only	
Additional agreeme	nts may be required. Check any a	dditional boxes that a	pply:
☐ New Endowment	☐ Building/Naming Opportunities	☐Trust/Gift Annuity	☐ New Donor Advised Fund



# GIFT AGREEMENT

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

#### **GIFT INFORMATION**

I/we pledge to UND through the UND Alumni Association & Foundation a gift of: \$20,000.00

**GIFT DESIGNATION:** 

\$20,000.00 to Endowment

To be paid in equal payments over 4 years, annually.

For pledge reminder purposes, first payment to be made on: 12/31/2019

**Please make checks payable to UND Foundation.** Pleage reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pleages per IRS guidelines.

#### PRIMARY DONOR CONTACT INFORMATION



### RECOGNITION PREFERENCE

☐ I/We prefer this gift to be ANONYMOUS. With anonymous gifts, your name will be excluded from all recognition lists and naming opportunities.

Public: With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)



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(See next page for matching gifts and payment information) -----



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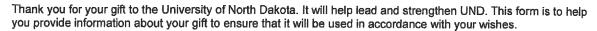
#### PLEASE ALITOMATE MY PAYMENT

PLEASE AUTOMATE INT PATIMENT		
<ul> <li>□ ACH from Checking/Savings Account (Please attact</li> <li>□ Debit/Credit Card (You will be contacted to set up participation)</li> <li>All automatic payments are processed on the 1st are</li> </ul>	payment.)	ings deposit slip.)
For internal us	se only	
Additional agreements may be required. Check any add	-	
	☐Trust/Gift Annuity	☐ New Donor Advised Fund



### GIFT

### AGREEMENT



### **GIFT INFORMATION**

I/we pledge to U	ND through the UND Alumni	Association & Founda	ation a gift of: \$2	20,000					
GIFT DESIGNA	ATION: If your gift is split between	designations, please indica	ite below. For single	designations, use one line.					
\$ 20,000	to the:	to the: Endowment							
\$	to the:								
	al payments over	Annually	☐ Quarterly	☐ Monthly					
For pledge remind	der purposes, first payment to b	e made on:12/	15 , 20	<u>19</u> .					
	ecks payable to UND Foundat d to make payments on personal pled		be sent for your con	venience. Donor Advised					
PRIMARY DO	NOR CONTACT INFOR	MATION							
RECOGNITIO	N PREFERENCE								
I/We prefer the recognition lists ar	is gift to be ANONYMOUS. Wand naming opportunities.	/ith anonymous gifts, yo	our name will be	excluded from all					
Public: With public magazine, brochu	recognition, your name will be res. digital displays, recognition	included in recognition walls, etc.	lista as applicabl	o (o a wakaita					
	Date the University of North Dakota Alun	9		11/-25-19 Date					

All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

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(See next page for matching gifts and payment information)

202115



### **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

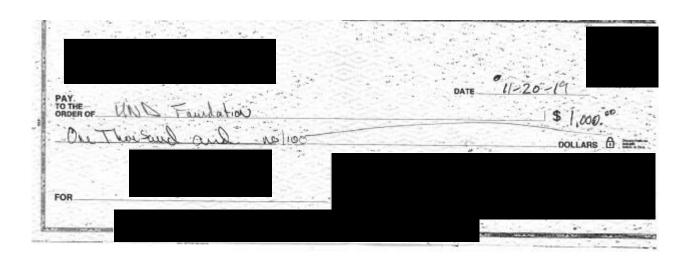
While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

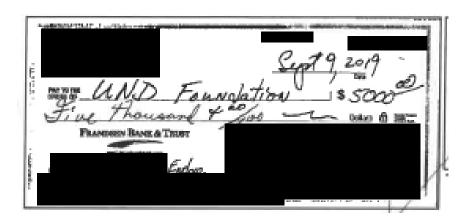
### PLEASE AUTOMATE MY PAYMENT

☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)
All automatic payments are processed on the 15th day of the month.

Additional agreements may be required. Check any additional boxes that apply:											
☐ New Endowment	☐ Building/Naming Opportunities	☐ Trust/Gift Annuity	☐ New Donor Advised Fund								









### **Endowment**

hereinafter referred to as "the Donor", desiring to support the ongoing growth and development of the University of North Dakota ("the University"), hereby establishes the Landow Endowment ("the Fund") within the University of North Dakota Foundation ("the Foundation").

It is the intent of the Donor to make periodic contributions to the Fund until the aggregate amount of such contributions ("the contribution total") reaches the minimum amount required for the Fund to be administered as an endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the contribution total reaches the minimum amount, no annual allocations shall be distributed from the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be administered as an endowment by the Foundation according to the following provisions of this Agreement. If the contribution total has not reached the minimum amount within five years after the initial contribution to it, however, the Foundation shall spend the then-existing Fund balance for the purpose stated in this Agreement to the extent practical.

When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations to support scholarships for graduate or undergraduate students within the Biology Department, with preference to those with a demonstrated interest in game management. The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").

When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit & Risk Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.

The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.

The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.

The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund,

Laura Block

Chief Financial Officer

University of North Dakota Foundation

contributions to it, and its administration.



Date Submitted

### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Name of College or University

9/10/19	University of North Dakota										
Name of Contact		Daytime Telephone Number	Email Address								
President Joshua	Wynne	701-777-2514	joshua.wynne@und.edu								
Name of Project											
Scholarship Endowment - College of Education and Human Development 56961											
Description of Project The Foundation shall distribute one or more scholarships for students pursuing their B.S.E.D. degree with preference given to Middle Level Education students. The scholarship recipients shall be chosen by the College of Education and Human Development.											
Briefly explain how this project advances the academic mission of the institution.  This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future.											
Project is advancing Research	academics throug Scholarships	h: Technology Endowed Ch	air(s) Educational Infrastructure								
Total Project Amoun \$75,000	t	Total Private/Nonprofit Donation \$50,000									
		Pledge Amount \$50,000	Cash Amount								
State Grant Request \$25,000	t	Other Sources (if applicable)									
•		f a pledge, please provide a detaile ears beginning immed									
Please provide docu	support port	ollowing: lames may be redacted at the requ	uest of anonymous donors)								
Date of Committee F	Review		Budget Section Approval Required Yes No								
Date Scope Approve	ed Date Sco	pe Denied	Date of Budget Section Approval Granted								

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# GIFT AGREEMENT

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I/we pledge to UND the This gift is to be used		nni Association an	d Foundation a gift of $$50$	<u>000</u> .
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Amount	S-		Gilt Fulpose	
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Amount			Gift Purpose	
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To be p	aid in equal payment beginning immedia	ts over yea itely <u>OR</u> on	nrs (preferably not to exceed 5 year	rs)
	☐ Monthly	☐ Quarterly	Annually	
Please make checks for your convenience. guidelines.	payable to UND Alu Donor Advised Fund	umni Association	and Foundation. Pledge reminde to make payments on personal ple	ers will be sent edges per IRS
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pportunities. I prefer				
		9/10/19		
	ĺ	Date Signat	ure	Date
Il gifts to UND through the y law. Please consult your	University of North Dake	ota Alumni Association	and Foundation are tax deductible to the	e extent provided

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information)



### **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

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☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)
All automatic payments are processed on the 15th day of the month.

For internal use only												
Additional agreements may be required. Check any additional boxes that apply:												
	☐ New Endowment	☐ Building/Naming Opportunities	☐ Trust/Gift Annuity	☐ New Donor Advised F	und							
				DO1: JRE	DO2							



# ENDOWMENT AGREEMENT

### **Endowment**

1.	DONOR AND ENDOWMENT: hereinafter referred to as
	"the Donor", desiring to support the ongoing growth and development of the University of North Dakota
	("the University"), hereby establishes the
	Fund") within the UND Alumni Association and Foundation ("the Foundation"). It is the intent of the
	Donor to make periodic contributions to the Fund until the aggregate amount of such contributions ("the
	contribution total") reaches the minimum amount required for the Fund to be administered as an
	endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the
	contribution total reaches the minimum amount (\$25,000), no annual allocations shall be distributed from
	the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the
	Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be
	administered as an endowment by the Foundation according to the following provisions of this
	Agreement. If the contribution total has not reached the minimum amount within five years after the
	initial contribution to it, however, the Foundation shall combine the Fund with a similar existing
	endowment or spend for the purposes designated.

- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for one or more scholarships for students pursuing their B.S.E.D. degree with preference given to Middle Level Education students. The scholarship recipients shall be chosen by the College of Education and Human Development.
- 3. PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.



Endowment

The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- **5. ADDITIONAL CONTRIBUTION:** The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.
- **8. ACCEPTANCE OF AGREEMENT:** For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund, contributions to it, and its administration.

	9/19/2019	
	Date	
DocuSigned by:		
Nancy Pederson	9/18/2019	
Nancy Pederson	Date	
VP of Finance		
UND Alumni Association and		
Foundation		





### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION

NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted Name of College or University 11/22/2019 University of North Dakota Name of Contact **Daytime Telephone Number Email Address** 701-777-2514 President Joshua Wynne joshua.wynne@und.edu Name of Project Scholarship Endowment - Chemical Engineering 56950 Description of Project Allocations from this endowment will fund one or more chemical engineering scholarships for junior or senior students from North Dakota who are in good academic standing. Selection of the student recipients and determination of the number and amount of the scholarships shall be made by the Chairman of the Chemical Engineering Department together with the Scholarship Selection Committee. Briefly explain how this project advances the academic mission of the institution. This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future. Project is advancing academics through: Endowed Chair(s) Research Scholarships Technology Educational Infrastructure Total Project Amount Total Private/Nonprofit Donation \$50,000 \$181,750.94 Pledge Amount Cash Amount \$50,000 State Grant Request Other Sources (if applicable) \$25.000 If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule. Equal payments over seven years beginning December 31, 2019 Please provide documentation for the following: Community support Student support Private or nonprofit donation (Names may be redacted at the request of anonymous donors) **Budget Section Approval Required** Date of Committee Review Yes Νo Date Scope Approved Date Scope Denied Date of Budget Section Approval Granted

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# GIFT AGREEMENT

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Amount					
	to				
Amount			Gift Purpose		
If the	gift purpose is left blan	nk, your gift will su	pport the UND A	nnual Impact Fu	und
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The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal

(See next page for matching gifts and payment information) ----



Revenue Code Section 509.

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## FOUNDATION

3100 University Ave. Stop 8157 Grand Forks, ND 58202-8157

800.543.8764 / 701.777.2611

irand Forks, ND 58202-8157 | fax: 701.777.4054

	hereinafter referred to as the Donor, of	desiring
to invest in the ongoin	ng growth and development of the University of Nortl	h Dakota, has
established the	ENDOWMENT wit	thin the University of
North Dakota Founda	tion	

ENDOWMENT

This endowment has been established in perpetuity with direct gifts from the Donor, together with a number of gifts given by friends and relatives in memory of to the UND Foundation. The principal of this endowment shall be commingled with other endowments and managed in the investment portfolio of the UND Foundation. The investment portfolio shall be part of the annual audit of the University of North Dakota Foundation, conducted by an independent public accounting firm as approved by the UND Foundation Audit Committee and Board of Directors. The portfolio shall be managed in accordance with the established investment policy adopted by the UND Foundation Board of Directors.

The investment goal, based on total return, aims to provide a meaningful allocation while preserving the purchasing power of the endowment against inflation, thereby ensuring intergenerational equity. Allocations shall be distributed each year in accordance with the UND Foundation spending policy adopted by the Board of Directors and only for the purposes as designated by the Donor in this agreement.

The Donor or other persons may, at any time, either with a direct or deferred gift arrangement, make additional contributions to the University of North Dakota Foundation to be added to this endowment.

Allocations from this endowment will fund one or more chemical engineering scholarships for junior or senior students from North Dakota who are in good academic standing. Selection of the student recipients and determination of the number and amount of the scholarships shall be made by the Chairman of the Chemical Engineering Department together with the Scholarship Selection Committee.

The Donor agrees to publicity being given to the establishment of this endowment and to the annual presentation of allocations.

6-24-09

The University of North Dakota Foundation, as Trustee of the

- 6/24/09

Date

ENDOWMENT shall be entitled to compensation for services hereinunder according to the Trustee's schedule of fees in effect at the time such services are rendered.

If, at any time in the future, changes at the University of North Dakota make the purpose as designated by the Donor no longer applicable, and if the Donor is no longer available to select another purpose, the Board of Directors of the University of North Dakota Foundation may select a purpose consistent with the highest priority needs of the University of North Dakota.

Laura Block

Chief Financial Officer

**UND** Foundation



### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University											
11/12/19	University of N											
Name of Contact		Daytime Telephone Number	Email Address									
President Joshua	Wynne	701-777-2514	joshua.wynne@und.edu									
Name of Project												
Scholarship Endowment - Chemical Engineering 56985												
Description of Project												
Allocations from this endowment will provide scholarships for incoming freshman with preference given to students from McKenzie County, North Dakota with a GPA of 3.0 or greater, pursuing a degree in Chemical Engineering within the School of Engineering and Mines at the University of North Dakota.												
Briefly explain how t	his project advar	ces the academic mission of the ins	stitution.									
This endowment gift e	nsures necessary	financial support of the University of Nor	th Dakota's Scholarships well into the future.									
Project is advancing Research		ugh: Technology Endowed C	hair(s) Educational Infrastructure									
Total Project Amour	nt	Total Private/Nonprofit Donation										
\$235,124.51		\$50,000										
·		Pledge Amount	Cash Amount									
		\$50,000										
State Grant Reques	t	Other Sources (if applicable)										
\$25,000												
•		of a pledge, please provide a detai	led cash flow schedule.									
•		December 31, 2019										
Please provide docu     Community     Student sup     Private or n	support port	e following:  (Names may be redacted at the red	quest of anonymous donors)									
Date of Committee	Review		Budget Section Approval Required Yes No									
Date Scope Approv	ed Date S	cope Denied	Date of Budget Section Approval Granted									

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

## GIFT GREEMFNT

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

### GIFT INFORMATION

I/we pledge to UND through the UND Alumni Association & Foundation a gift of \$50,000.00

**GIFT DESIGNATION:** 

\$50,000.00 to the Endowment

To be paid on or before 12/31/2019

Please make checks payable to UND Foundation. Pledge reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pledges per IRS guidelines.

### PRIMARY DONOR CONTACT INFORMATION

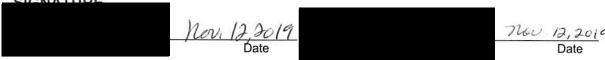


#### RECOGNITION PREFERENCE

□ I/We prefer this gift to be ANONYMOUS. With anonymous gifts, your name will be excluded from all recognition lists and naming opportunities.

Public: With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)

Please publish my/our name(s) as follows:



All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information) -

28124 | 28373





If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

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For internal use only			
Additional agreeme	nts may be required. Check any a	idditional boxes that a	ipply:
☐ New Endowment	☐ Building/Naming Opportunities	☐Trust/Gift Annuity	☐ New Donor Advised Fund



DO1: Dan Muus



3100 University Ave. Stop 8157 Grand Forks, ND 58202-8157 | fax: 701.777.4054

800.543.8764 / 701.777.2611

### Endowment

hereinafter referred to as the Donor, of desiring to invest in the ongoing growth and development of the University of North Dakota, has established the Endowment within the University of North Dakota Foundation.

This endowment has been established in perpetuity with a direct gift from the Donor to the UND Foundation. The principal of this endowment shall be commingled with other endowments and managed in the investment portfolio of the UND Foundation. The investment portfolio shall be part of the annual audit of the University of North Dakota Foundation, conducted by an independent public accounting firm as approved by the UND Foundation Audit Committee and Board of Directors. The portfolio shall be managed in accordance with the established investment policy adopted by the UND Foundation Board of Directors.

The investment goal, based on total return, aims to provide a meaningful allocation while preserving the purchasing power of the endowment against inflation, thereby ensuring intergenerational equity. Allocations shall be distributed each year in accordance with the UND Foundation spending policy adopted by the Board of Directors and only for the purposes as designated by the Donor in this agreement.

The Donor or other persons may, at any time, either with a direct or deferred gift arrangement, make additional contributions to the University of North Dakota Foundation to be added to this endowment.

Allocations from this endowment will provide scholarships for incoming freshman with preference given to students from McKenzie County with a GPA of 3.0 or greater, pursuing a degree in Chemical Engineering within the School of Engineering and Mines at the University of North Dakota.

The Donor agrees to publicity being given to the establishment of this endowment and to the annual presentation of allocations.

The University of North Dakota Foundation, as Trustee of the Endowment shall be entitled to compensation for services hereinunder according to the Trustee's schedule of fees in effect at the time such services are rendered.

If, at any time in the future, changes at the University of North Dakota make the purpose as designated by the Donor no longer applicable, and if the Donor is no longer available to select another purpose, the Board of Directors of the University of North Dakota Foundation may select a purpose consistent with the highest priority needs of the University of North Dakota.

Laura Block

Data

12/19/11

Associate Executive Vice President

Chief Financial Officer

**UND** Foundation



#### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION

NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted Name of College or University 11/4/2019 University of North Dakota Name of Contact Email Address Daytime Telephone Number 701-777-2514 President Joshua Wynne joshua.wynne@und.edu Name of Project 56951 Scholarship Endowment - College of Arts & Sciences Description of Project The Foundation shall distribute allocations from the Fund each year for scholarships for one graduate student within the Math Department and one graduate student within the Physics department. Briefly explain how this project advances the academic mission of the institution. This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future. Project is advancing academics through: Endowed Chair(s) Research Scholarships Technology Educational Infrastructure **Total Project Amount** Total Private/Nonprofit Donation \$50,000 \$127,103.27 Pledge Amount Cash Amount \$31,000 \$19,000 State Grant Request Other Sources (if applicable) \$25.000 If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule. Payments over three years beginning November 2019 Please provide documentation for the following: Community support Student support Private or nonprofit donation (Names may be redacted at the request of anonymous donors) **Budget Section Approval Required** Date of Committee Review Yes Νo Date Scope Approved Date Scope Denied Date of Budget Section Approval Granted

Submit completed form and all documentation to:

patty.schock @ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

**GIFT INFORMATION** 

I/we pledge to UND through the UND	<b>Alumni Association &amp;</b>	Foundation a	gift of: \$	31,000.00
------------------------------------	---------------------------------	--------------	-------------	-----------

GIFT DESIGNATION: \$31,000.00 to Endowment

To be paid in equal payments over 3 years, annually.

For pledge reminder purposes, first payment to be made on: 12/31/2019

**Please make checks payable to UND Foundation.** Pledge reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pledges per IRS guidelines.

#### PRIMARY DONOR CONTACT INFORMATION



#### RECOGNITION PREFERENCE

I/We prefer this gift to be ANONYMOUS. With anonymous gifts, your name will be excluded from all recognition lists and naming opportunities.

Public: With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)

Please publish my/our name(s) as follows:



All girts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

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If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

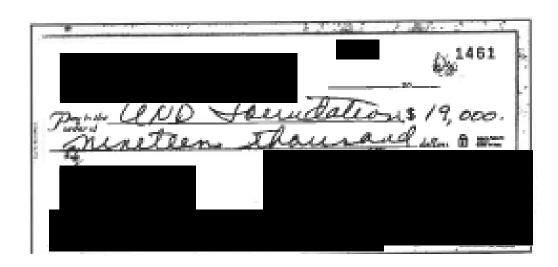
While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

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☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)
All automatic payments are processed on the 1st and 15th of the month.

	For internal	-	
☐ New Endowment	☐ Building/Naming Opportunities	☐Trust/Gift Annuity	☐ New Donor Advised Fund
			DO1: Jay Erickson DO2:





#### Research By Transaction Report

Report Created on 8/26/2019 12:38:37 PM by jodit

Presenter: AF University of North Dakota Foundation	Research ID: 1	
Location(s): University of North Dakota Foundation	Status: Acknowledged	
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## ENDOWMENT AGREEMENT



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1.	DONOR AND ENDOWMENT:
	of hereinafter referred to as "the Donors", desiring to support the ongoing growth and
	development of the University of North Dakota ("the University"), hereby establish the
	Endowment ("the Fund") within the UND Alumni Association and Foundation ("the
	Foundation"). It is the intent of the Donors to make periodic contributions to the Fund until the aggregate
	amount of such contributions ("the contribution total") reaches the minimum amount required for the
	Fund to be administered as an endowment according to the Foundation's gift acceptance policy ("the
	minimum amount"). Until the contribution total reaches the minimum amount (\$25,000), no annual
	allocations shall be distributed from the Fund, and the Foundation shall have discretion as to whether
	and how to invest the assets of the Fund. At such time as the contribution total reaches the minimum
	amount, the Fund shall be administered as an endowment by the Foundation according to the following
	provisions of this Agreement. If the contribution total has not reached the minimum amount within five
	years after the initial contribution to it, however, the Foundation shall combine the Fund with a similar
	existing endowment or spend for the purposes designated.

- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for scholarships for one graduate student in within the Math department and one graduate student within the Physics department.
- PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.



The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- ADDITIONAL CONTRIBUTION: The Donors or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donors agree that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donors in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donors' original intent.
- 8. ACCEPTANCE OF AGREEMENT: For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donors and any other persons with respect to the Fund, contributions to it, and its administration.

Nancy Pederson VP of Finance

UND Alumni Association and

Foundation

9/21/18

\_\_\_\_

9-21-18

Date

9-11-18

Date





### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College	or University			
11/21/2019	University of No	orth Dakota			
Name of Contact		Daytime Telephone Number	Email Address		
President Joshua	Wynne	701-777-2514	joshua.wynne@und.edu		
Name of Project					
Scholarship Agreement - College of Arts & Sciences 56952					
Description of Project The Foundation shall distribute allocations from the Fund each year for scholarship awards for demonstrated exceptional leadership as determined by the Arts & Sciences scholarship committee or equivalent for up to two undergraduate students of at least sophomore status within the College of Arts and Sciences at the University of North Dakota.					
Briefly explain how t	his project advanc	es the academic mission of the inst	titution.		
This endowment gift e	nsures necessary fil	nancial support of the University of Nor	th Dakota's Scholarships well into the future.		
Project is advancing					
Research _	Scholarships	Technology Endowed Ch	nair(s) Educational Infrastructure		
Total Project Amour	nt	Total Private/Nonprofit Donation			
\$187,528.50		\$50,000			
		Pledge Amount	Cash Amount		
		\$50,000			
State Grant Reques \$25,000	t	Other Sources (if applicable)			
If the donation is pro	ovided in the form	of a pledge, please provide a detail	ed cash flow schedule.		
To be paid b	y Decembe	r 31, 2023			
Please provide docu	support port	following: Names may be redacted at the req	,		
Date of Committee	Review		Budget Section Approval Required Yes No		
Date Scope Approv	ed Date Sc	ope Denied	Date of Budget Section Approval Granted		

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

#### **GIFT INFORMATION**

I/we pledge to UND through the UND Alumni Association & Foundation a gift of \$50,000

**GIFT DESIGNATION:** 

\$50,000 to the Endowment

#### **GIFT PAYMENT**

To be paid on or before December 31, 2023

**Please make checks payable to UND Foundation.** Pleage reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pleages per IRS guidelines.

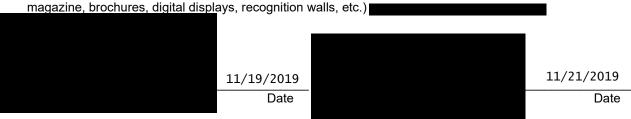
#### PRIMARY DONOR CONTACT INFORMATION



#### RECOGNITION PREFERENCE

☐ I/We prefer this gift to be ANONYMOUS. With anonymous gifts, your name will be excluded from all recognition lists and naming opportunities.

Public: With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)



All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

This gift agreement is void if the Crockett Award for University Leadership Endowment does not receive the North Dakota Higher Education Challenge Grant

(See next page for matching gifts and payment information)

34892 34692



If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

#### PLEASE AUTOMATE MY PAYMENT

☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)
All automatic payments are processed on the $15^{th}$ day of the month.

	For internal	use only	
Additional agreeme	nts may be required. Check any a	additional boxes that a	pply:
☐ New Endowment	☐ Building/Naming Opportunities	☐Trust/Gift Annuity	☐ New Donor Advised Fund



334

# ENDOWMENT AGREEMENT



**Endowment** 

1.	DONOR AND ENDOWMENT: hereinafter referred
	to as "the Donors", desiring to support the ongoing growth and development of the University of North
	Dakota ("the University"), hereby establish the
	("the Fund") within the UND Alumni Association and Foundation ("the Foundation"). This agreement
	supersedes the Endowment dated October 29, 2016.
2.	PURPOSE: The Foundation shall distribute allocations from the Fund each year for scholarship
	awards for demonstrated exceptional leadership as determined by the Arts & Sciences scholarship
	committee or equivalent for up to two undergraduate students of at least sophomore status within the
	College of Arts and Sciences at the University of North Dakota, from which both

- 3. PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: The Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.

The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

ADDITIONAL CONTRIBUTION: The Donors or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.



- **6. PUBLICITY:** The Donors agree that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donors in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donors' original intent.
- 8. ACCEPTANCE OF AGREEMENT: For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donors and any other persons with respect to the Fund, contributions to it, and its administration.

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Nancy Pederson VP of Finance

UND Alumni Association and

Foundation



### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of Colle	ege or University			
10/8/19	University of	North Dakota			
Name of Contact		Daytime Telephone	Number	Email Address	
President Joshua	Wynne	701-777-2514		joshua.wynne@und.edu	
Name of Project					
Scholarship Endowment - College of Arts & Sciences 56978					
The Foundation shall or program of Speech-La	Description of Project The Foundation shall distribute allocations from the Fund each year for one or more scholarships for students in the master's program of Speech-Language Pathology within the College of Arts & Sciences at the University of North Dakota with preference given to U.S. Citizens or resident aliens				
Briefly explain how t	his project adv	ances the academic missi	on of the inst	itution.	
This endowment gift e	nsures necessa	ry financial support of the Un	iversity of Nort	h Dakota's Scholarships well into the future.	
Project is advancing					
Research _	Scholarship	<u> </u>	Endowed Ch	nair(s) Educational Infrastructure	
Total Project Amoun	t	Total Private/Nonpro	fit Donation		
\$75,000		\$50,000			
		Pledge Amount		Cash Amount	
		\$50,000			
State Grant Request \$25,000	t	Other Sources (if ap	plicable)		
,	vided in the fo	rm of a pledge, please pro	wide a detaile	ed cash flow schedule	
= -		seven years beg			
Please provide docu	mentation for support	the following:	<u> </u>	uest of anonymous donors)	
Date of Committee I	Review			Budget Section Approval Required Yes No	
Date Scope Approve	ed Date	Scope Denied		Date of Budget Section Approval Granted	

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

This gift is to be used a	is follows.	ciation and Foundation a gift of \$	1.0001
\$ 50,000 Amount	to	Gitt Purpose	Endowment
\$	to		
Amount		Gift Purpose	
If the g	gift purpose is left blank, you	ır gift will support the UND Annual Im	pact Fund
To be pai	id in equal payments over _ beginning immediately <u>OR</u> o	years (preferably not to exceed on (date)	d 5 years)
	☐ Monthly ☐	Quarterly Mannually	
Please make checks p for your convenience. E guidelines.	payable to UND Alumni Ass Donor Advised Funds cannot	sociation and Foundation. Pledge to be used to make payments on person	reminders will be sent onal pledges per IRS
_			
PRIMARY DONOR	P CONTACT INFORM	ATION	
34.			
Preferred Address	City	State	Zip
Preferred Address Home Phone	City Cell Phone	State Work Phone	Zip Email Address
	Cell Phone		
Home Phone  RECOGNITION PF  Public: With public reco	Cell Phone REFERENCE	Work Phone	Email Address
Home Phone  RECOGNITION Pi  Public: With public recomagazine, brochures, di	Cell Phone  REFERENCE  Ognition, your name will be in	Work Phone  ncluded in recognition lists as applica alls, etc.)	Email Address
Home Phone  RECOGNITION Pi  Public: With public recomagazine, brochures, di  This is how your name wanning with anonymous: With anonymous:	Cell Phone  REFERENCE  Dignition, your name will be in igital displays, recognition would be displayed for recognition.	Work Phone  Included in recognition lists as applica alls, etc.)  ion purposes:  be excluded from all recognition lists	Email Address ble (e.g. website,

All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information)



If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

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☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
Debit/Credit Card (You will be contacted to set up payment.)  All automatic payments are processed on the 15 <sup>th</sup> day of the month.

CPCCULTURE PP-10401 TO TO THE TOTAL PROPERTY OF THE TOTAL PROPERTY	For internal	use only	ap sq				
Additional agreements may be required. Check any additional boxes that apply:							
☐ New Endowment	☐ Building/Naming Opportunities	☐ Trust/Gift Annuity	☐ New Donor Advi	sed Fund			
			DO1:	DO2			



# ENDOWMENT AGREEMENT

**Endowment** 

///////

DONOR AND ENDOWMENT:	hereinafter referred	to
as "the Donors", desiring to support the ongoing growth and development of the U	Iniversity of North	
Dakota ("the University"), hereby establish the	Endowment ("the	
Fund") within the UND Alumni Association and Foundation ("the Foundation"). It is	the intent of the	
Donors to make periodic contributions to the Fund until the aggregate amount of se	uch contributions ("	the
contribution total") reaches the minimum amount required for the Fund to be admir	nistered as an	
endowment according to the Foundation's gift acceptance policy ("the minimum an	mount"). Until the	
contribution total reaches the minimum amount (\$25,000), no annual allocations sh	hall be distributed fr	om
the Fund, and the Foundation shall have discretion as to whether and how to invest	st the assets of the	
Fund. At such time as the contribution total reaches the minimum amount, the Fur	nd shall be	
administered as an endowment by the Foundation according to the following provisi	sions of this	
Agreement. If the contribution total has not reached the minimum amount within five	ve years after the	
initial contribution to it, however, the Foundation shall combine the Fund with a sim	nilar existing	
endowment or spend for the purposes designated.		
	as "the Donors", desiring to support the ongoing growth and development of the UD Dakota ("the University"), hereby establish the Fund") within the UND Alumni Association and Foundation ("the Foundation"). It is Donors to make periodic contributions to the Fund until the aggregate amount of scontribution total") reaches the minimum amount required for the Fund to be admit endowment according to the Foundation's gift acceptance policy ("the minimum arcontribution total reaches the minimum amount (\$25,000), no annual allocations sithe Fund, and the Foundation shall have discretion as to whether and how to invest Fund. At such time as the contribution total reaches the minimum amount, the Fundaministered as an endowment by the Foundation according to the following proving Agreement. If the contribution total has not reached the minimum amount within finitial contribution to it, however, the Foundation shall combine the Fund with a simple simple state.	as "the Donors", desiring to support the ongoing growth and development of the University of North Dakota ("the University"), hereby establish the Endowment ("the Fund") within the UND Alumni Association and Foundation ("the Foundation"). It is the intent of the Donors to make periodic contributions to the Fund until the aggregate amount of such contributions ("to contribution total") reaches the minimum amount required for the Fund to be administered as an endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the contribution total reaches the minimum amount (\$25,000), no annual allocations shall be distributed for the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be administered as an endowment by the Foundation according to the following provisions of this Agreement. If the contribution total has not reached the minimum amount within five years after the initial contribution to it, however, the Foundation shall combine the Fund with a similar existing

- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for one or more scholarships for students in the master's program of Speech-Language Pathology within the College of Arts & Sciences at the University of North Dakota with preference given to U.S. Citizens or resident aliens.
- 3. PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.



The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- 5. ADDITIONAL CONTRIBUTION: The Donors or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donors agree that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donors in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donors' original intent.
- 8. ACCEPTANCE OF AGREEMENT: For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donors and any other persons with respect to the Fund, contributions to it, and its administration.

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Nancy Pederson VP of Finance

UND Alumni Association and

Foundation

Date

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Date





Date Submitted

### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Name of College or University

11/18/19	Universi	ty of Nor	th Dakota				
Name of Contact			Daytime Telephone	Number	Email Address		
President Joshua	Wynne		701-777-2514		joshua.wynne@und.edu		
Name of Project							
Scholarship Endo	wment -	College	of Arts & Sciences	56989			
Description of Project	ct						
North Dakota studying	within the	College of	•	are pursuing a m	ore scholarships for students at the University of major in the natural sciences and who have a		
Briefly explain how t	his projec	t advance	s the academic miss	ion of the inst	itution.		
This endowment gift e	This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future.						
Project is advancing Research	academi Scholars			Endowed Ch	nair(s) Educational Infrastructure		
Total Project Amoun	nt		Total Private/Nonpro	ofit Donation			
\$90,000			\$60,000				
			Pledge Amount		Cash Amount		
			\$60,000				
State Grant Request	t		Other Sources (if applicable)				
\$30,000							
· ·			. •		ed cash flow schedule.		
To be paid o	n or be	efore I	December 31	, 2019			
Please provide documentation for the following:							
Date of Committee Review					Budget Section Approval Required Yes No		
Date Scope Approved Date Sco			pe Denied		Date of Budget Section Approval Granted		

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# AGREEMENT

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

#### GIFT INFORMATION

I/we pledge to UND through the UND Alumni As	ssociation & Founda	tion a gift of \$20	0,000.00	
GIFT DESIGNATION: If your gift is split between de	esignations, please indica	te below. For single	designations, use one line	Э.
\$20,000.00 to the		Endo	owment	
GIFT PAYMENT To be paid in equal payments over years.  (Preferably not to exceed 5 years)	☐ Annually	☐ Quarterly	☐ Monthly	
For pledge reminder purposes, first payment to be	made on: Nov./	14120	19	
<b>Please make checks payable to UND Foundatio</b> Funds cannot be used to make payments on personal pledge		be sent for your conv	venience. Donor Advised	
PRIMARY DONOR CONTACT INFORM	IATION			
RECOGNITION PREFERENCE				
☐ I/We prefer this gift to be ANONYMOUS. With recognition lists and naming opportunities.	h anonymous gifts, yo	ur name will be e	excluded from all	
Public: With public recognition, your name will be in magazine, brochures, digital displays, recognition w	cluded in recognition I valls, etc.)	ists as applicable	e (e.g. website,	
11-14-3019 Data	,			
Date	Signature		Date	
All gifts to UND through the University of North Dakota Alumni by law. Please consult your tax advisor.	i Association and Foundat	ion are tax deductibl	le to the extent provided	

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

This gift agreement is void if the Arthur J. and Margaret C. Norman Scholarship Endowment does not receive the North Dakota Higher Education Challenge Grant

(See next page for matching gifts and payment information) -

38364



If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

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<ul> <li>□ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)</li> <li>□ Debit/Credit Card (You will be contacted to set up payment.)</li> <li>All automatic payments are processed on the 15<sup>th</sup> day of the month.</li> </ul>						

--- For internal use only ----

Additional agreements may be required. Check any additional boxes that apply:

☐ New Endowment ☐ Building/Naming Opportunities ☐ Trust/Gift Annuity



Return completed form to: 3501 University Ave. Stop 8157 | Grand Forks, ND 58202 giftplanning@UNDfoundation.org | 701.777.2611 | UNDalumni.org

■ New Donor Advised Fund

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

#### **GIFT INFORMATION**

I/we pledge to UND through the UND Alumni Association & Foundation a gift of: \$20,000.00

Scholarship Endowment
To be paid in equal payments over/ years, annually.
For pledge reminder purposes, first payment to be made on: Leface Dec. 31, 2019.
Please make checks payable to UND Foundation. Pledge reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pledges per IRS guidelines.
PRIMARY DONOR CONTACT INFORMATION
RECOGNITION PREFERENCE
☐ I/We prefer this gift to be ANONYMOUS. With anonymous gifts, your name will be excluded from all recognition lists and naming opportunities.
Public: With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)
Please publish my/our name(s) as follows:
11/11/19 Date

All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

This gift agreement is void if the Arthur J. and Margaret C. Norman Scholarship Endowment does not receive the North Dakota Higher Education Challenge Grant

(See next page for matching gifts and payment information)

29273 |



If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

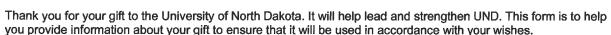
While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

#### PLEASE AUTOMATE MY PAYMENT

☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
Debit/Credit Card (You will be contacted to set up payment.)  All automatic payments are processed on the 1 <sup>st</sup> and 15 <sup>th</sup> of the month.

For internal use only							
	Additional agreements may be required. Check any additional boxes that apply:						
☐ New Endowment	☐ Building/Naming Opportunities	☐ Trust/Gift Annuity	☐ New Donor Advised Fund				
_			DO1: Shane Hersch DO2:				





**GIFT INFORMATION** 

I/we pledge to UND through the UND Alumni Association & Foundation a gift of \$20,000.00

GIFT DESIGNATION: If your gift is split between designations, please indicate below. For single designations, use one line.

\$20,000.00 to the		Endo	wment
GIFT PAYMENT  To be paid in equal payments over years.  (Preferably not to exceed 5 years)	☐ Annually	☐ Quarterly	☐ Monthly
For pledge reminder purposes, first payment to be	made on:	3/120	19
Please make checks payable to UND Foundation Funds cannot be used to make payments on personal pledge	-	be sent for your conv	venience. Donor Advised
PRIMARY DONOR CONTACT INFORM	IATION		
RECOGNITION PREFERENCE			
☐ I/We prefer this gift to be ANONYMOUS. With recognition lists and naming opportunities.	n anonymous gifts, yo	our name will be e	xcluded from all
Public: With public recognition, your name will be in magazine, brochures, digital displays, recognition w		lists as applicable	e (e.g. website,
SICNATURE ///	18/2×9		
te .	Signature		Date
All gifts to UND through the University of North Dakota Alumn by law. Please consult your tax advisor.	i Association and Founda	ition are tax deductib	le to the extent provided
The University of North Dakota Alumni Association and Found	dation is a recognized No	rth Dakota nonprofit o	corporation, is exempted

from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal

This gift agreement is void if the Arthur J. and Margaret C. Norman Scholarship Endowment does not receive

(See next page for matching gifts and payment information) ---->

35526



the North Dakota Higher Education Challenge Grant

Revenue Code Section 509.

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

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☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)
All automatic payments are processed on the 15 <sup>th</sup> day of the month.

For internal use only								
Additional agreements may be required. Check any additional boxes that apply:								
☐ New Endowment	☐ Building/Naming Opportunities	☐Trust/Gift Annuity	☐ New Donor Advised Fund					



## ENDOWMENT AGREEMENT



///////

ı.	DONOR AND ENDOWMENT: hereinafte
	referred to as "the Donors", desiring to support the ongoing growth and development of the University of
	North Dakota ("the University"), hereby establish the
	Endowment ("the Fund") within the UND Alumni Association and Foundation ("the Foundation"). It is the
	intent of the Donors to make periodic contributions to the Fund until the aggregate amount of such
	contributions ("the contribution total") reaches the minimum amount required for the Fund to be
	administered as an endowment according to the Foundation's gift acceptance policy ("the minimum
	amount"). Until the contribution total reaches the minimum amount (\$25,000), no annual allocations
	shall be distributed from the Fund, and the Foundation shall have discretion as to whether and how to
	invest the assets of the Fund. At such time as the contribution total reaches the minimum amount, the
	Fund shall be administered as an endowment by the Foundation according to the following provisions of
	this Agreement. If the contribution total has not reached the minimum amount within five years after the
	initial contribution to it, however, the Foundation shall combine the Fund with a similar existing
	endowment or spend for the purposes designated.

- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for one or more scholarships for students at the University of North Dakota studying within the College of Arts & Sciences who are pursuing a major in the natural sciences and who have a hometown in North Dakota. First preference will be given to female students.
- 3. PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.



The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- ADDITIONAL CONTRIBUTION: The Donors or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donors agree that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donors in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donors' original intent.
- **8. ACCEPTANCE OF AGREEMENT:** For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donors and any other persons with respect to the Fund, contributions to it, and its administration.

	11/17//9 Date
	11/17/19 Date
James Poderon	11-12-19
Nancy Pederson VP of Finance UND Alumni Association and	Date



Foundation



### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University									
11/19/19	University	of Nor	th Dakota							
Name of Contact			Daytime Telephone Number	Email Address						
President Joshua	Wynne		701-777-2514	joshua.wynne@und.edu						
Name of Project	lame of Project									
Scholarship Endo	Scholarship Endowment - College of Engineering and Mines 56981									
Description of Proje	ct									
For one or more scholarship(s) for a student, who is from a North Dakota city with a population of less than 50,000, studying in the College of Engineering and Mines at the University of North Dakota with first preference to a student in the School of Electrical Engineering/Computer Science and second preference to a student in Petroleum Engineering.										
Briefly explain how t	this project a	advance	es the academic mission of the ins	stitution.						
This endowment gift e	ensures nece	ssary fina	ancial support of the University of Nor	rth Dakota's Scholarships well into the future.						
D : (: 1 :										
Project is advancing Research			n: Technology Endowed C	hair(s) Educational Infrastructure						
Total Project Amour	 nt		Total Private/Nonprofit Donation							
\$153,962.91			\$50,000							
		,	Pledge Amount	Cash Amount						
			\$50,000							
State Grant Reques	t		Other Sources (if applicable)	L						
\$25,000			· ( 11 /							
	wided in the	form o	f a pledge, please provide a detai	iled cash flow schedule						
			e years beginning De							
			<u> </u>	cerriber 2019						
Please provide docu  Community		or the id	bilowing:							
<ul> <li>Student sur</li> </ul>	oport									
Private or n	onprofit dor	nation (N	Names may be redacted at the red	• • • • • • • • • • • • • • • • • • • •						
Date of Committee	Doviou			Budget Section Approval Required						
				III by India						
	IVENIEM			Yes No						
Date Scope Approv		ate Sco	pe Denied	Yes No  Date of Budget Section Approval Granted						

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

**GIFT INFORMATION** 

l/we	pledge	to UND	through the	UND Alumni A	Association &	Foundation a gi	ft of: \$50,000,00

GIFT DESIGNATION: \$50,000.00 to the			Endowment
To be paid in equal payments over 5 ye	ars, annually.		
For pledge reminder purposes, first pay	ment to be ma	de on: 12/1/2019	
Please make checks payable to UND Funds cannot be used to make payments on positions of the payments of the pa		_	convenience. Donor Advised
PRIMARY DONOR CONTACT	INFORMA	ΓΙΟΝ	
RECOGNITION PREFERENCE			
☐ I/We prefer this gift to be ANONY recognition lists and naming opportunition		nonymous gifts, your name will	be excluded from all
Public: With public recognition, your nar magazine, brochures, digital displays, re			cable (e.g. website,
Please publish my/our name(s) as fo	llows:		
11	/19/2019		
	Date	Signature	Date

All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information)



If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

DIFACE	ALITO	$M \wedge T =$	NIV	DAVI	ЛЕКІТ

PLEASE AUTOI	MAIE MY PAYMENI		
☐ Debit/Credit	hecking/Savings Account (Please at Card (You will be contacted to set u c payments are processed on the 1st	p payment.)	vings deposit slip.)
	For internal	use only	
	nts may be required. Check any a		
☐ New Endowment	☐ Building/Naming Opportunities	☐Trust/Gift Annuity	☐ New Donor Advised Fund



DO1: Turner Robin



("the University"), hereby establishes the

Endowment

1. **Donor and Endowment:**Donor", desiring to support the ongoing growth and development of the University of North Dakota

Endowment ("the Fund") within the University of North Dakota Foundation ("the Foundation").

It is the intent of the Donor to make periodic contributions to the Fund until the aggregate amount of such contributions ("the contribution total") reaches the minimum amount required for the Fund to be administered as an endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the contribution total reaches the minimum amount (\$25,000), no annual allocations shall be distributed from the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be administered as an endowment by the Foundation according to the following provisions of this Agreement. If the contribution total has not reached the minimum amount within five years after the initial contribution to it, however, the Foundation shall combine the Fund with a similar existing endowment or spend for the purposes designated.

- 2. Purpose: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for one or more scholarship(s) for a student, who is from a North Dakota city with a population of less than 50,000, studying in the College of Engineering and Mines at the University of North Dakota with first preference to a student in the School of Electrical Engineering/Computer Science and second preference to a student in Petroleum Engineering.
- Payout Policy: The Foundation shall determine the annual allocation from the Fund in accordance
  with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the
  Board").
- 4. Endowment Management: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent

public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board. The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- 5. Additional Contribution: The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- 6. **Publicity:** The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. **Agreement Modification:** If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, and if the Donor is no longer available to select a new purpose, the Donor hereby authorizes

to designate another purpose. If those individuals are no longer available to select a new purpose, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.

8. Acceptance of Agreement: For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund, contributions to it, and its administration.

Laura Block

Chief Financial Officer

University of North Dakota Foundation

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#### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION

NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted Name of College or University 11/13/19 University of North Dakota Name of Contact Daytime Telephone Number **Email Address** 701-777-2514 President Joshua Wynne joshua.wynne@und.edu Name of Project Scholarship Endowment - College of Engineering and Mines 56986 Description of Project To provide one or more academic scholarships to qualified students nominated by the Department of Civil Engineering and Mechanical Engineering within the School of Engineering and Mines at the University of North Dakota. The scholarships will be awarded alternately between the two Departments, with the first award being made to civil engineering students. If any amount remains after providing for scholarships in any given year, this remaining amount may be used for the highest priority needs of the Civil Engineering Department. Briefly explain how this project advances the academic mission of the institution. This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future. Project is advancing academics through: Endowed Chair(s) Research Scholarships Technology Educational Infrastructure Total Project Amount Total Private/Nonprofit Donation \$140,000 \$402,305.56 Pledge Amount Cash Amount \$140,000 State Grant Request Other Sources (if applicable) \$70.000 If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule. Equal payments over seven years beginning December 2019 Please provide documentation for the following: Community support Student support Private or nonprofit donation (Names may be redacted at the request of anonymous donors) **Budget Section Approval Required** Date of Committee Review Yes Νo

Submit completed form and all documentation to:

Date Scope Denied

patty.schock@ndus.edu

Date Scope Approved

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129 Date of Budget Section Approval Granted

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

#### **GIFT INFORMATION**

I/we pledge to UND through the UND Alumni Association & Foundation a gift of: \$140,000.00

**GIFT DESIGNATION:** 

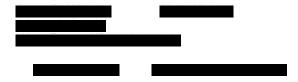
\$140,000.00 to Endowment

To be paid in equal payments over 7 years, annually.

For pledge reminder purposes, first payment to be made on: 12/1/2019

**Please make checks payable to UND Foundation.** Pleage reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pleages per IRS guidelines.

#### PRIMARY DONOR CONTACT INFORMATION



#### RECOGNITION PREFERENCE

☐ I/We prefer this gift to be ANONYMOUS. With anonymous gifts, your name will be excluded from all recognition lists and naming opportunities.

Public: With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)

Please publish my/our name(s) as follows:



niversity of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information) —



If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

#### PLEASE ALITOMATE MY PAYMENT

PLEASE AUTOMATE INIT PATINIENT	
<ul> <li>□ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)</li> <li>□ Debit/Credit Card (You will be contacted to set up payment.)</li> <li>All automatic payments are processed on the 1<sup>st</sup> and 15<sup>th</sup> of the month.</li> </ul>	
For internal use only	
Additional agreements may be required. Check any additional boxes that apply:	
☐ New Endowment ☐ Building/Naming Opportunities ☐ Trust/Gift Annuity ☐ New Donor Advised Fur	ıd



DO1: Turner Robin



#### ENDOWMENT

hereinafter referred to as the Donors, of Grand Forks, North Dakota, desiring to invest in the ongoing growth and development of the University of North Dakota, wish to amend the Endowment which they signed on July 26, 2003.

This endowment has been established in perpetuity with a direct gift from the Donors to the UND Foundation. The principal of this endowment shall be commingled with other endowments and managed in the investment portfolio of the UND Foundation. The investment portfolio shall be part of the annual audit of the University of North Dakota Foundation, conducted by an independent public accounting firm as approved by the UND Foundation Audit Committee and Board of Directors. The portfolio shall be managed in accordance with the established investment policy adopted by the UND Foundation Board of Directors.

The investment goal, based on total return, aims to provide a meaningful allocation while preserving the purchasing power of the endowment against inflation, thereby ensuring intergenerational equity. Allocations shall be distributed each year in accordance with the UND Foundation spending policy adopted by the Board of Directors and only for the purposes as designated by the Donors in this agreement.

The Donors or other persons may, at any time, either with a direct or deferred gift arrangement, make additional contributions to the University of North Dakota Foundation to be added to this endowment.

Allocations from this endowment shall be used to provide one or more academic scholarships to qualified students nominated by the Department of Civil Engineering and Mechanical Engineering within the School of Engineering and Mines at the University of North Dakota. The scholarships will be awarded alternately between the two Departments, with the first award being made to civil engineering students. If any amount remains after providing for

ENDOWMENT

Page 2

scholarships in any given year, this remaining amount may be used for the highest priority needs of the Civil Engineering Department.

The Donors agree to publicity being given to the establishment of this endowment and to the annual presentation of allocations.

The University of North Dakota Foundation, as Trustee of the Endowment shall be entitled to compensation for services hereinunder according to the Trustee's schedule of fees in effect at the time such services are rendered.

If, at any time in the future, changes at the University of North Dakota make the purpose as designated by the Donors no longer applicable, the Board of Directors of the University of North Dakota Foundation may select a purpose consistent with the highest priority needs of the University of North Dakota.

Deb Wilson

Date

Development Officer

University of North Dakota Foundation

1/30/07 Date



## ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of C	Name of College or University			
11/26/2019	University of North Dakota				
Name of Contact			Daytime Telephone Number	Email Address	
President Joshua	Wynne		701-777-2514	joshua.wynne@und.edu	
Name of Project					
Scholarship Endo	wment - (	College	of Education and Human Deve	elopment 56998	
Description of Project	ct				
Allocations from the endowment will provide one or more scholarships to undergraduate students, with preference to North Dakota residents, earning a degree in Special Education or Elementary Education within the College of Education and Human Development at the University of North Dakota. The decision of which department receives the scholarships shall be at the Dean's discretion.					
Briefly explain how t	this project	advance	es the academic mission of the inst	itution.	
This endowment gift e	ensures nece	essary fina	ancial support of the University of Nort	h Dakota's Scholarships well into the future.	
Project is advancing	n academic	e throug	h:		
Research 7	Scholars		Technology Endowed Cr	nair(s) Educational Infrastructure	
Total Project Amount Total Private/Nonprofit Donation					
\$422,089.10			\$150,000		
		Í	Pledge Amount	Cash Amount	
			\$150,000		
State Grant Reques	st		Other Sources (if applicable)		
\$75,000					
If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule.					
To be paid in equal payments over three years beginning December 31, 2022					
Please provide documentation for the following:					
<ul><li>Community support</li><li>Student support</li></ul>					
Private or nonprofit donation (Names may be redacted at the request of anonymous donors)					
Date of Committee Review  Budget Section Approval Required					
Yes No					
Date Scope Approv	proved Date Scope Denied		pe Denied	Date of Budget Section Approval Granted	
		·			

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

patty.schock@ndus.edu

Submit completed form and all documentation to:

# AGREEMENT

Thank you for your gift to the University of North Dakota. It will help lead and strengthen UND. This form is to help you provide information about your gift to ensure that it will be used in accordance with your wishes.

#### GIFT INFORMATION

I/we pledge to UND through the UND Alumni Association & Foundation a gift of: \$150,000.00

GIFT DESIGNATION:

\$150,000.00 to the

Endowment

To be paid in equal payments over 3 years, annually.

For pledge reminder purposes, first payment to be made on: 12/31/2022

Please make checks payable to UND Foundation. Prodge reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pleages per IRS guidelines.

#### PRIMARY DONOR CONTACT INFORMATION

### RECOGNITION PREFERENCE

I/We prefer this gift to be ANONYMOUS. With anonymous gifts, your name will be excluded from all recognition lists and naming opportunities.

Public: With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)

Please publish my/our name(s) as follows:

11-26-19 Date

11-26-19 Date

1111111

All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.



### Endowment

hereinafter referred to as the Donors, desiring to invest in the ongoing growth and development of the University of North Dakota, have established the Endowment within the University of North Dakota Foundation.

It is the intent of the Donors to make periodic gifts to this endowment until it reaches the minimum amount necessary to become fully endowed and administered accordingly by the University of North Dakota Foundation gift acceptance policy. Until the endowment reaches the required minimum funding level, no interest shall accrue and no annual allocations shall be distributed.

Upon reaching the minimum level, the principal of the then recognized endowment shall be commingled with other endowments and managed in the investment portfolio of the UND Foundation. The investment portfolio shall be part of the annual audit of the University of North Dakota Foundation, conducted by an independent public accounting firm as approved by the UND Foundation Audit & Risk Committee and Board of Directors. The portfolio shall be managed in accordance with the established investment policy adopted by the UND Foundation Board of Directors.

The investment goal, based on total return, aims to provide a meaningful allocation while preserving the purchasing power of the endowment against inflation, thereby ensuring intergenerational equity. Allocations shall be distributed each year in accordance with the UND Foundation spending policy adopted by the Board of Directors and only for the purposes as designated by the Donors in this agreement.

The Donors or other persons may, at any time, either with a direct or deferred gift arrangement, make additional contributions to the University of North Dakota Foundation to be added to this endowment. If the Endowment has not attained the minimum endowment funding level within five years, the UND Foundation shall spend the then-existing fund balance for the established purpose or as closely reflecting the Donors' original intent.

Allocations from the endowment will provide one or more scholarships to undergraduate students, with preference to North Dakota residents, earning a degree in Special Education or Elementary Education within the College of Education and Human Development at the University of North Dakota. The decision of which department receives the scholarships shall be at the Dean's discretion.

The Donors agree to publicity being given to the establishment of the endowment and to the annual presentation of allocations.

The University of North Dakota Foundation, as Trustee of the Endowment shall be entitled to compensation for services hereinunder according to the Trustee's schedule of fees in effect at the time such services are rendered.

If, at any time in the future, changes at the University of North Dakota make the purpose as designated by the Donors no longer applicable, obsolete, inappropriate, or impracticable, and if the Donors are no longer available to select another purpose, the Donors hereby authorize the Board of Directors of the UND Foundation in consultation with the Dean of the College of Education and Human Development to designate an alternative purpose that most closely reflects the Donors' original intent without court approval.

Laura Block

Chief Financial Officer

University of North Dakota Foundation

 $\frac{1-8-15}{\text{Date}}$ 

Date



## ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of	Name of College or University			
11/18/19	Universi	ty of Nor	th Dakota		
Name of Contact			Daytime Telephone Number	Email Address	
President Joshua	Wynne		701-777-2514	joshua.wynne@und.edu	
Name of Project					
Scholarship Endo	wment -	Electrica	ll Engineering 56954		
Description of Project For scholarships for students at the University of North Dakota with preference given to students majoring in Electrical Engineering.					
Briefly explain how t	this projec	t advance	es the academic mission of the inst	itution.	
This endowment gift e	ensures nec	cessary fina	ancial support of the University of Nort	th Dakota's Scholarships well into the future.	
Project is advancing academics through:					
Research	Research Scholarships Technology Endowed Chair(s) Educational Infrastructure				
Total Project Amount Total Private/Nonprofit Donation					
\$137,581.10		\$50,000			
			Pledge Amount	Cash Amount	
			\$50,000		
State Grant Reques	it		Other Sources (if applicable)		
\$25,000					
If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule.					
To be paid over five years beginning December 2019					
Please provide documentation for the following:					
Date of Committee Review  Budget Section Approval Required  Yes No					
Date Scope Denied  Date Scope Denied					

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# DONOR ADVISED FUND

#### AN AGREEMENT BETWEEN

UNIVERSITY OF NORTH DAKOTA ALUMNI ASSOCIATION AND FOUNDATION

1. INTENTION: wants to facilitate the provision of financial resources to University of North Dakota through the University of North Dakota Alumni Association and Foundation ("Foundation") and support the College of Engineering and Mines there. The Donor has established a donor advised fund and intend to recommend to distributions to the University that will total \$50,000 ("Distributions"). 2. NON-BINDING: The Donor is not obligated to make any recommendations to not obligated to make any distributions, unless otherwise agrees to obligate itself through a separate agreement with the Foundation. 3. SCHEDULE FOR RECOMMENDATIONS: The Donor intends to recommend that make Distributions to the Foundation from their donor advised fund according to the following payment schedule: Amount No Later Than \$10,000 December 1, 2019 \$10,000 December 1, 2020 \$10,000 December 1, 2021

The Donor intends to ensure that sufficient funds are available in their donor advised fund to support the Distributions at the time each recommendation is made.

December 1, 2022

December 1, 2023

\$10,000

\$10,000

4.	USE OF THE DISTRIBUTIONS: Unless the Foundation is otherwise directed by
	the Distributions specified in Paragraph 3 above shall be used to support the
	without further restriction.



NO PERSONAL BENEFIT: The Donor shall not receive any personal benefit in exchange for facilitating the Distributions, nor shall they have any control of the Distributions once received by the Foundation.

	11/16/19
2	Date
Janay Federson	11-18-19
Nancy Pederson	Date
VP of Finance	

**UND Alumni Association and Foundation** 



Endowment

1.	Donor and Endowment:	hereinafter referred
	to as "the Donor", desiring to support the ongoing growth and developme	ent of the University
	of North Dakota ("the University"), hereby establishes the	
	Endowment ("the Fund") within the University of North Dakota Foundat	ion ("the
	Foundation").	

It is the intent of the Donor to make periodic contributions to the Fund until the aggregate amount of such contributions ("the contribution total") reaches the minimum amount required for the Fund to be administered as an endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the contribution total reaches the minimum amount (\$25,000), no annual allocations shall be distributed from the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be administered as an endowment by the Foundation according to the following provisions of this Agreement. If the contribution total has not reached the minimum amount within five years after the initial contribution to it, however, the Foundation shall combine the Fund with a similar existing endowment or spend for the purposes designated.

- 2. **Purpose:** When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year to support scholarships for students at the University of North Dakota with preference given to students majoring in Electrical Engineering.
- 3. **Payout Policy:** The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. Endowment Management: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit

Endowment Page 2

Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.

The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- 5. Additional Contribution: The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- 6. **Publicity:** The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. **Agreement Modification:** If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.
- 8. Acceptance of Agreement: For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund, contributions to it, and its administration.

Laura Block

Chief Financial Officer

University of North Dakota Foundation



## ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University					
11/22/19	University of North Dakota					
Name of Contact		Daytime Telephone Number	Email Address			
President Joshua	Wynne	701-777-2514	joshua.wynne@und.edu			
Name of Project						
Scholarship Endo	Scholarship Endowment - Electrical Engineering 56973					
Description of Proje	ct					
The Foundation shall distribute allocations from the Fund each year for one or more scholarships for student studying within the College of Engineering and Mines with preference given to students studying Electrical Engineering who are from North Dakota, Minnesota, or South Dakota.						
•		es the academic mission of the inst	itution. h Dakota's Scholarships well into the future.			
This endownient gift e	ensures necessary nin	ancial support of the Offiversity of North	in Dakota's Scholarships well into the future.			
Project is advancing						
Research 🗸	Research Scholarships Technology Endowed Chair(s) Educational Infrastructure					
Total Project Amour	nt	Total Private/Nonprofit Donation				
\$75,000		\$50,000				
·		Pledge Amount	Cash Amount			
		\$50,000				
State Grant Reques	t	Other Sources (if applicable)				
\$25,000						
If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule.						
Equal payments for five years beginning December 2020						
Please provide documentation for the following:						
Date of Committee Review Budget Section Approval Required						
Yes No						
Date Scope Approved Date Scope Denied		Date of Budget Section Approval Granted				

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

IIII ALUMNI ASSOCIATION FOUNDATION

# LETTER OF INTENT DONOR ADVISED FUND

#### AN AGREEMENT BETWEEN

and is not obligated to make any distributions, unless otherwise ag to obligate itself through a separate agreement with the Foundation.	
University of North Dakota through the University of North Dakota Alumni Association and Foundation ("Foundation") and support both the College of Engineering and Mines there. The Donors have established a donor advised fund with and intensecommend to that it make distributions to the University that will total \$50,000 ("Distributions").  2. NON-BINDING: The Donors are not obligated to make any recommendations to and is not obligated to make any distributions, unless otherwise age to obligate itself through a separate agreement with the Foundation.  3. SCHEDULE FOR RECOMMENDATIONS: The Donors intend to recommend that	
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to obligate itself through a separate agreement with the Foundation.  3. SCHEDULE FOR RECOMMENDATIONS: The Donors intend to recommend that	,
3. SCHEDULE FOR RECOMMENDATIONS: The Donors intend to recommend that	ees
make Distributions to the Foundation from their donor advised fund according to the following	
payment schedule:	
Amount No Later Than	
\$10,000 December 31, 2020	
\$10,000 December 31, 2021	
\$10,000 December 31, 2022	
\$10,000 December 31, 2023	
\$10,000 December 31, 2024	
The Donors intend to ensure that sufficient funds are available in their donor advised fund to support the	
Distributions at the time each recommendation is made.	
4. USE OF THE DISTRIBUTIONS: Unless the Foundation is otherwise directed by	
, the Distributions specified in Paragraph 3 above shall be used to support the	
Endowment.	



(See next	page for	signature	$\longrightarrow$

**5. NO PERSONAL BENEFIT:** The Donors shall not receive any personal benefit in exchange for facilitating the Distributions, nor shall they have any control of the Distributions once received by the Foundation.

	11/22/2019
	Date
	11/22/2019
	Date

## ENDOWMENT AGREEMENT

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1.	DONOR AND ENDOWMENT: hereinafter
	referred to as "the Donors", desiring to support the ongoing growth and development of the University of
	North Dakota ("the University"), hereby establish the Endowment ("the
	Fund") within the UND Alumni Association and Foundation ("the Foundation"). It is the intent of the
	Donors to make periodic contributions to the Fund until the aggregate amount of such contributions ("the
	contribution total") reaches the minimum amount required for the Fund to be administered as an
	endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the
	contribution total reaches the minimum amount (\$25,000), no annual allocations shall be distributed from
	the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the
	Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be
	administered as an endowment by the Foundation according to the following provisions of this
	Agreement. If the contribution total has not reached the minimum amount within five years after the
	initial contribution to it, however, the Foundation shall combine the Fund with a similar existing
	endowment or spend for the purposes designated.

- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for one or more scholarships for student studying within the College of Engineering and Mines with preference given to students studying Electrical Engineering who are from North Dakota, Minnesota, or South Dakota.
- 3. PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.



Endowment

The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- **5. ADDITIONAL CONTRIBUTION:** The Donors or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donors agree that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donors in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donors' original intent.
- **8. ACCEPTANCE OF AGREEMENT:** For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donors and any other persons with respect to the Fund, contributions to it, and its administration.

	11/22/2019
	Date
	11/22/2019
— DocuSigned by:	Date
Nancy Pederson	11/22/2019
Nancy Pederson	Date
VP of Finance	
UND Alumni Association and	
Foundation	





## ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University					
9/29/19	University of North Dakota					
Name of Contact	Daytime Telephone Number			Email Address		
President Joshua	Wynne		701-777-2514	joshua.wynne@und.edu		
Name of Project						
Scholarship Endo	wment -	Enginee	ring 56967			
	Description of Project Allocations will support one or more scholarships to UND engineering students in good academic standing.					
Briefly explain how	this proie	ct advance	es the academic mission of the inst	itution.		
				rh Dakota's Scholarships well into the future.		
Project is advancing	g academ	nics through	<u>h:</u>			
Research 7	Schola	rships	Technology Endowed Ch	nair(s) Educational Infrastructure		
Total Project Amount			Total Private/Nonprofit Donation			
\$624,182.15			\$300,000			
			Pledge Amount	Cash Amount		
			\$300,000			
State Grant Reques	t		Other Sources (if applicable)			
\$150,000						
			f a pledge, please provide a detail			
Equal payments over three years beginning December 2019						
Please provide documentation for the following:						
Private or nonprofit donation (Names may be redacted at the request of anonymous donors)						
Date of Committee Review				Budget Section Approval Required Yes No		
Date Scope Approv	red	Date Sco	pe Denied	Date of Budget Section Approval Granted		

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

patty.schock@ndus.edu

Submit completed form and all documentation to:





I/we pledge to UND through the UND Alumni Association and Foundation a gift of \$300,000.00. This gift is to be used as follows:

\$300,000.00 to

Endowment

To be paid in equal annual payments over 3 years, beginning on 12/31/2019

Please make checks payable to UND Alumni Association and Foundation. Pledge reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pledges per IRS guidelines.

PRIMARY DONOR CONTACT INFORMATION



#### RECOGNITION PREFERENCE

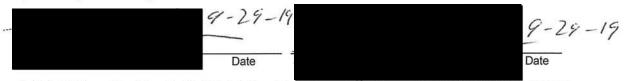
**Public:** With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)

This is how your name will be displayed for recognition purposes:

Anonymous: With anonymous gifts, your name will be excluded from <u>all</u> recognition lists and naming opportunities.

I prefer this gift to be anonymous: 

Yes



All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information)

31963 | 132653



3100 University Ave. Stop 8157 Grand Forks, ND 58202-8157

800.543.8764 / 701.777.2611

fax: 701.777.4054

Endowment

hereinafter referred to as the Donors, of

desiring to invest in the ongoing growth and development of the University of

North Dakota, has established the

Endowment within the University of North Dakota Foundation.

This endowment has been established in perpetuity with a direct gift from the Donors to the UND Foundation. The principal of this endowment shall be commingled with other endowments and managed in the investment portfolio of the UND Foundation. The investment portfolio shall be part of the annual audit of the University of North Dakota Foundation, conducted by an independent public accounting firm as approved by the UND Foundation Audit Committee and Board of Directors. The portfolio shall be managed in accordance with the established investment policy adopted by the UND Foundation Board of Directors.

The investment goal, based on total return, aims to provide a meaningful allocation while preserving the purchasing power of the endowment against inflation, thereby ensuring intergenerational equity. Allocations shall be distributed each year in accordance with the UND Foundation spending policy adopted by the Board of Directors and only for the purposes as designated by the Donor in this agreement.

The Donors or other persons may, at any time, either with a direct or deferred gift arrangement, make additional contributions to the University of North Dakota Foundation to be added to this endowment.

Allocations from this endowment will support one or more scholarships to University of North Dakota engineering students in good academic standing.

The Donors agree to publicity being given to the establishment of this endowment and to the annual presentation of allocations.

The University of North Dakota Foundation, as Trustee of th

Endowment shall be entitled to compensation for services hereinunder according to the Trustee's schedule of fees in effect at the time such services are rendered.

If, at any time in the future, changes at the University of North Dakota make the purpose as designated by the Donors no longer applicable, and if the Donors are no longer available to select another purpose, the Board of Directors of the University of North Dakota Foundation may select a purpose consistent with the highest priority needs of the University of North Dakota.

Tim O'Keefe

Executive Vice President & CEO

**UND** Foundation

12-29-2010 Date

/2-29-20 Date



## ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University					
11/27/19	University of North Dakota					
Name of Contact Daytime Telep			Daytime Telepho	one Number	Email Address	
President Joshua	Wynne		701-777-2514		joshua.wynne@und.edu	
Name of Project						
Scholarship Endo	wment -	Entrepre	eneurship 5700	)7		
Description of Project The Foundation shall of Entrepreneurship within	distribute a				ps for students earning a degree in	
	Briefly explain how this project advances the academic mission of the institution.  This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future.					
Project is advancing Research	academ Scholai		h: Technology	Endowed Ch	air(s) Educational Infrastructure	
Total Project Amoun \$203,337.07	it		Total Private/Nonprofit Donation \$102,947			
			Pledge Amount		Cash Amount \$102,947	
State Grant Request \$51,474			Other Sources (if applicable)			
If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule.						
Please provide documentation for the following:						
Date of Committee Review					Budget Section Approval Required Yes No	
Date Scope Approve	ed	Date Sco	ope Denied		Date of Budget Section Approval Granted	

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

## TERM OF YEARS REMAINDER UNITRUST

This Irrevocable Unitrust Agreement is made and entered into by and between (Grantor) and UND Foundation of Grand Forks, North Dakota (Trustee), as of the date that this Agreement is duly executed on behalf of the Trustee.

Remainder of page intentionally left blank

- (A) UNITRUST PERCENTAGE. The Unitrust Percentage, which shall be used to determine the Unitrust Amount for purposes of this Agreement shall be Five Percent (5.00%).
- (B) UNITRUST RECIPIENT. The First Unitrust Recipient for purposes of this Term of 5 Years Agreement shall be If the First Unitrust Recipient does not survive for the selected term of years, then this trust shall terminate, and the remainder distributed according to the Schedule for Charitable Distribution.
- (C) SCHEDULE FOR CHARITABLE DISTRIBUTION. Any amounts which are to be distributed under this Agreement according to this Schedule for Charitable Distribution shall be distributed to qualified exempt charities as follows: 100% to UND Alumni Association and Foundation of Grand Forks, North Dakota, with 25% remainder to benefit the Endowment and 75% remainder to benefit the
- (D) INITIAL TRUST CORPUS. The assets specified in Attachment "A" to this instrument have been transferred to the Trustee and shall constitute the initial trust corpus. This corpus and any additions to the corpus shall be administered by the Trustee as a single fund.
- (E) TRUST PROVISIONS. The following provisions shall govern this Charitable Remainder Unitrust:
- (1) PAYMENT OF UNITRUST AMOUNTS. During every taxable year of the Unitrust the Trustee shall pay the Unitrust Amount, which shall be determined according to Paragraph 2 hereof. Payments of Unitrust Amounts shall be made in quarterly installments, payable at the end of the selected period during each taxable year of the Unitrust. The Trustee shall pay the Unitrust Amounts to the Unitrust Recipient during the period indicated above. It is the intent of the donor that this Unitrust qualifies for the North Dakota planned giving credit. Notwithstanding other paragraphs herein, the obligation to pay Unitrust Amounts hereunder shall terminate with the last regular payment preceding the death of the last noncharitable beneficiary, or the term of 5 years, whichever is earlier.
- (2) DETERMINING THE UNITRUST AMOUNTS. If 51% or more of the initial trust assets qualify as 'Unmarketable Assets' under Section 664 and applicable regulations, defined as assets that are not cash, cash equivalents or assets that can be readily sold or exchanged for cash or cash equivalents, then for all purposes of this Agreement, the Unitrust Amount shall be an amount, paid quarterly, equal to the lesser of (a) the trust income for the respective taxable year (as defined in Section 643(b) of the Internal Revenue Code of 1986 and regulations thereunder) or (b) the

Unitrust percentage (set forth above) multiplied by the net fair market value of the trust assets valued as of the first day of each taxable year, decreased under paragraph 5 or increased under paragraph 6 hereof. If the net trust income for any taxable year exceeds the amount determined under (b), the Unitrust Amount shall also include the excess income to the extent that the aggregate of the amounts paid to Recipient(s) in prior years is less than the Unitrust percentage of the aggregate net fair market value of trust assets for such years. The above payout method shall be used until the end of the earliest year in which occurs the sale of Unmarketable Assets to the extent that, immediately following such sale, the remaining Unmarketable Assets total less than 51% of the total fair market value of all trust assets. As of the January 1 immediately following such sale, there shall then be a change of payout method from the above income exception method to a Section 664(d)(2) payout method as described below. On that January 1 or upon the trust creation if the value of Unmarketable Assets is less than 51% immediately after the initial contribution, the Unitrust Amount shall thereafter for all purposes of this Agreement be an amount equal to the Unitrust percentage (set forth above) multiplied by the net fair market value of the trust assets valued as of the first day of each taxable year, decreased as provided in paragraph 5 or increased as provided in paragraph 6 hereof. Unitrust Amounts shall be paid in equal quarterly installments from income and, to the extent that income is not sufficient, from principal. Any net income of the Unitrust for any taxable year in excess of the Unitrust Amount shall be added to the corpus at the end of such year.

- (4) ADJUSTMENTS IN EVENT OF REVALUATION. In the event that the fair market value of the assets constituting the corpus of the Unitrust, as determined by the initial valuation or any annual revaluation as provided hereinabove, is thereafter determined to be in error, the Unitrust Amounts which were paid to a Unitrust Recipient shall be adjusted within reasonable time after final determination is made as to correct fair market value of such corpus by refund to, or additional payment by, the said Unitrust as may be required so that only those Unitrust Amounts shall have been paid which would have been paid if the initial valuation or any annual revaluation had been correct.
- (5) TAXABLE YEAR AND SHORT TAXABLE YEARS. The first taxable year shall commence on the effective date of this Agreement and shall end on December 31 of the same year. All subsequent taxable years shall commence on January 1 and, except for the final taxable year, shall end on December 31 of each respective year. During any taxable year of the Unitrust which is less than twelve months in duration, the Unitrust Amounts to be paid hereunder to the Unitrust Recipient shall be a fraction of the amount determined by multiplying the Unitrust Percentage by the fair market value of the assets constituting the corpus of such Unitrust at the beginning of that year, of which fraction the numerator shall be the number of days in such short year and of which the denominator is three hundred

sixty-five (365) or, if February 29 is a day included in the numerator, of which the denominator is three hundred sixty-six (366).

- (6) ADDITIONAL CONTRIBUTIONS. The Grantor may at any time contribute additional property to the Unitrust provided that such property is acceptable to the Trustee. If any additional contributions are made to the Unitrust after the initial contribution in trust, the Unitrust Amount, as determined under paragraph 2 above, for the taxable year in which the assets are added to the trust shall be determined by multiplying the Unitrust Percentage by (a) the net fair market value of trust assets (excluding the assets so added and any income from, or appreciation on, such assets) and (b) that proportion of the value of the assets so added as of the date of their contribution to this trust that was excluded under (a) which the number of days in the period which begins with the date of contribution and ends with the earlier of the last day of the taxable year or the date of the last regular payment pursuant to Paragraph 1 hereof, bears to the number of days in the period which begins on the first day of such taxable year and ends with the earlier of the last day of the taxable year or the date of the last regular payment pursuant to Paragraph 1 hereof.
- (7) DISABILITY OF RECIPIENT. If at any time any noncharitable beneficiary to whom the Trustee is directed in this instrument to pay Unitrust Amounts is under legal disability, the Trustee may pay Unitrust Amounts over to the Recipient or for the Recipient's use to a guardian or to any adult person with whom the Recipient resides, without responsibility for expenditure of such Unitrust Amounts.
- (8) NO DEATH TAXES PAID FROM TRUST. No federal estate taxes, generation skipping transfer taxes, state death taxes or other estate, death or inheritance taxes (from now on called "death taxes") with respect to any party to this trust shall be allocated to or be recoverable from the trust. The Grantor imposes an obligation on Grantor's estates to pay death taxes from sources other than this trust and agree to so provide in Grantor's will or in another way. This provision may be enforced by a noncharitable beneficiary, the trustee or a charity, acting alone or together.
- (9) TERMINATION OF UNITRUST. For all purposes of this instrument, the Unitrust, and its last taxable year, shall terminate upon the expiration of the last period during which Unitrust Amounts are to be paid hereunder, provided that such shall not be later than the last day of the period specified in Section 1.664-3(a)(5) of the Federal Income Tax Regulations. Anything herein to the contrary notwithstanding, the Unitrust shall not continue beyond the term of 5 years.
- (10) DISTRIBUTION UPON TERMINATION OF THIS UNITRUST. Upon termination of the Unitrust all property constituting the Unitrust, including all income

received or accrued but not theretofore distributed, shall be distributed as set forth in the Schedule for Charitable Distribution (which appears in Section C hereof).

- (11) CONFORMITY TO FEDERAL TAX LAWS. With respect to the Unitrust herein established, in any conflict, Treasury regulations shall prevail over generally accepted fiduciary accounting principles and any inconsistent provisions of this Unitrust Agreement. Without limiting the generality of these provisions, if Treasury regulations shall specify a method or time of valuing the Unitrust's assets, or a way of making payments from the Unitrust, which differs from the provisions herein contained, this Unitrust Agreement shall be deemed amended to conform to the Treasury regulations. The assets of the Unitrust shall be valued, managed and invested consistent with the intent that the Unitrust be exempt from taxation, and that it shall be entitled to applicable charitable income, gift or estate tax deductions. Except for the payment of the Unitrust Amounts to the Unitrust Recipient, the trustee is prohibited from engaging in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, from retaining any excess business holdings as defined in Section 4943(c) of the Code which would subject the trust to tax under Section 4943 of the Code, from making any investments which would subject the trust to tax under Section 4944 of the Code, and from making any taxable expenditures as defined in Section 4945(d) of the Code. The trustee shall make distributions at such time and in such manner as not to subject the trust to tax under Section 4942 of the Code. In addition, nothing in this trust instrument shall be construed to restrict the trustee from investing the trust assets in a manner which could result in the annual realization of a reasonable amount of income or gain from the sale or disposition of trust assets.
- (12) DISTRIBUTIONS TO CHARITIES. No amount other than a Unitrust Amount shall be paid to or for the use of any person other than an organization described in each of Section 170(b)(1)(A), Section 170(c), Section 2055(a) and Section 2522(a) (hereafter 'qualified exempt' organizations). If a Grantor is a current income recipient, then a Grantor shall retain the right to direct the Trustee to distribute an undivided percentage of trust assets to qualified exempt charities on the last day of any trust taxable year. The adjusted basis for Federal tax purposes of any trust property which the trustee distributes in kind to charity must be fairly representative of the adjusted basis for such purposes of all trust property available for distribution on the date of distribution. All principal and income to be distributed under the Schedule for Charitable Distribution shall be distributed in the specified percentages only to those organizations that are qualified exempt. The share of any specified charity which is not a qualified exempt organization shall be distributed in proportion to the remaining percentages by the trustee to the remaining named qualified exempt charities, if any. If no specified organization is qualified exempt, the share shall be distributed to such qualified exempt organization or organizations as shall be selected by the trustee in the sole discretion of the trustee.

- (13) ADMINISTRATION OF THE UNITRUST. The trustee is authorized to retain the Trust property or may sell the property and reinvest in such property as the trustee shall deem advisable. The trustee shall not be required to diversify as to kind or amount. Unless prohibited by federal law, the trustee shall have the power to invest in zero coupon bonds, an annuity contract, an LLC, partnership or life insurance policy on the life of the Unitrust Recipient or Recipients, as applicable. Solely for the purpose of complying with Section 664 of the Code and applicable Treasury regulations, the trustee shall be authorized to amend this trust by written statement attached to this instrument and delivered to the current income recipients. In managing the trust assets, the trustee shall have the power to select and compensate professional advisors or administrators and to delegate appropriate trust powers to them. In addition, solely to the extent that these powers do not conflict with other trust provisions, the Trustee is authorized the trust powers specified by law.
- (14) ACCOUNTS AND REPORTS. The Trustee shall keep current accounts accurately reflecting the position of, and the receipts, disbursements and other changes in, the income and corpus of the trust, which shall be available for inspection during all reasonable business hours by any Unitrust Recipient currently receiving payments of Unitrust Amounts hereunder or his duly authorized representative. In addition, the Trustee as of the end of each taxable year of the trust and as of any other date the Trustee deems beneficial, shall keep the said Unitrust Recipient or his duly authorized representative, informed of the contents of such reports by accurate written statements. To the extent permitted by law, the Trustee shall not be required to provide reports or information to remainder recipients prior to trust termination.
- (15) TRUSTEE. UND Foundation of Grand Forks, North Dakota, shall serve as Trustee of the Unitrust herein established. If No Independent Trustee as defined under Sections 664, 674 and 672 of the Code is acting with respect to this trust and the trust holds any asset that does not have a readily ascertainable fair market value or holds any insurance contract or annuity contract, then an Independent Special Trustee as defined under the above Code sections shall be appointed by the Trustee in a written document referring to this paragraph. The Independent Special Trustee shall have sole responsibility for valuation of assets without readily ascertainable fair market value and shall make all decisions regarding withdrawals, surrender, options, elections, allocations to income or principal, and dispositions with respect to any insurance or annuity contract. The Independent Special Trustee shall have no powers other than those specified in this paragraph. A Trustee shall be entitled to compensation for services hereinunder according to the Trustee's schedule of fees in effect at the time such services are rendered. No bond or security shall be required of the Trustee in any jurisdiction. The Trustee shall not be required to file an inventory or annual report with any court with proper jurisdiction. If at any time a trustee is a corporation, the position of trustee may be assumed by a successor corporation with trust powers. A

successor trustee shall not be required to examine the administration or actions of any prior trustee and shall not be liable for such administration or actions.

(16) GOVERNING LAW. This Agreement and all rights and obligations under it shall be determined in accordance with the law of the State of North Dakota except to the extent that such may be in conflict with United States laws and regulations with respect to income, estate and gift taxes which shall govern in the event of such conflict.

Remainder of page intentionally left blank

In Witness Whereof, the grantor has signed this Agreement, accepted all trust provisions and transferred the trust corpus as specified in Attachment A and the
Trustee has accepted this trust through the signature below.
Date: _//-23-19
I hereby acknowledge receipt in trust of the corpus specified in Attachment 'A' to this
Charitable Trust.
Janey Toderson Date: 11-23-19
UND Foundation, Trustee

## Attachment A – Assets Transferred to Unitrust



CHARITABLE REMAINDER UNITRUST					
	Term Of Years				
Donor:	Gift Amount:	Gift Date:			
	\$530,300.00	11/27/2019			
Beneficiary:	Cost Basis:	Payment Frequency: (End of Period)			
	\$80,000.00	Quarterly			
Term Of Years (Twenty or Fewer)					
5					

Election: IRC Sec. 7520(a) election made using September 2.2% AFR

Cal	culation			
(A)	Unitrust Percentage		5.00%	(A)
(B)	Factor for Adjusted Payout Rate IRS Pub 1458, Table F AFR of the Month: 2.2%		0.986509	(B)
(C)	Adjusted Payout Rate (A x B)		4.93300%	(C)
(D)	Nearest table rate below (C)		4.80%	(D)
(E)	Factor at Line (D) rate IRS Pub 1458, Table D		0.781960	(E)
(F)	Nearest table rate above (C)		5.00%	(F)
(G)	Factor at Line (F) rate IRS Pub. 1458, Table D		0.773781	(G)
(H)	Line (E) Minus Line (G)		0.008179	(H)
(1)	Line (C) Minus Line (D)		0.13300%	(I)
(J)	Line (I) Divided by 0.2%		0.665000	(J)
(K)	Line (H) Times Line (J)		0.005439	(K)
(L)	Line (E) Minus Line (K)		0.776521	(L)
(M)	Line (L) Times Gift Amount PRESENT VALUE OF REMAINDER INTEREST		\$411,789.09	(M)
(N)	TAX BRACKET AND SAVINGS <u>35.00%</u> ND tax credit \$10,000.00 saves tax. Credit reduces federal charitable deduction.*	Potential Deduction* \$411,789.09 \$10,000.00 \$401,789.09	\$150,626.18	(N)

<sup>\*</sup>Note to CPAs: Reducing reported ND credit increases federal deduction. See GiftLaw Pro Ch. 1.1.6.

Charitable portion of this Trust has a 25% remainder benefit which equals: \$102,947

This educational illustration is not professional tax or legal advice; consult a tax advisor about your specific situation. See data sheets for assumptions.



#### Endowment

hereinafter referred to as "the Donor", desiring to support the ongoing growth and development of the University of North Dakota ("the University"), hereby establish the Endowment ("the Fund") within the University of North Dakota Foundation ("the Foundation").

It is the intent of the Donor to make periodic contributions to the Fund until the aggregate amount of such contributions ("the contribution total") reaches the minimum amount required for the Fund to be administered as an endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the contribution total reaches the minimum amount, no annual allocations shall be distributed from the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be administered as an endowment by the Foundation according to the following provisions of this Agreement. If the contribution total has not reached the minimum amount within five years after the initial contribution to it, however, the Foundation shall spend the then-existing Fund balance for the purpose stated in this Agreement to the extent practical.

When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for scholarships for students earning a degree in Entrepreneurship within the College of Business and Public Administration. The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").

When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit & Risk Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.

The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.

The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.

The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund, contributions to it, and its administration.

Laura Block

Date

Chief Financial Officer

University of North Dakota Foundation



## ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

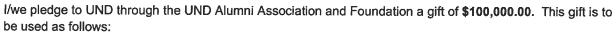
Date Submitted	Name of College or University					
10/3/19	University of North Dakota					
Name of Contact		Daytime Telephone Number	Email Address			
President Joshua	Wynne	701-777-2514	joshua.wynne@und.edu			
Name of Project						
Scholarship Endo	wment - Honor	s 56962				
l	Description of Project  The Foundation shall distribute allocations from the Fund each year for one or more scholarships for students participating in the Honors program.					
	Briefly explain how this project advances the academic mission of the institution.  This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future.					
Project is advancing Research	g academics thro Scholarships	ugh: Technology Endowed C	Chair(s) Educational Infrastructure			
Total Project Amour	nt	Total Private/Nonprofit Donation				
\$75,000		\$50,000				
		Pledge Amount \$50,000	Cash Amount			
State Grant Request \$25,000		Other Sources (if applicable)	Other Sources (if applicable)			
If the donation is pro	ovided in the forn	n of a pledge, please provide a deta	iled cash flow schedule.			
Equal payments over five years beginning October 2020						
Please provide documentation for the following:						
Date of Committee	Review		Budget Section Approval Required Yes No			
Date Scope Approv	proved Date Scope Denied		Date of Budget Section Approval Granted			

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

## GIFT AGREEMENT



\$50,000.00 to the \$50,000.00

To be paid in equal annual payments over 5 years, beginning on 10/30/2020

**Please make checks payable to UND Alumni Association and Foundation.** Pledge reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pledges per IRS guidelines.

#### PRIMARY DONOR CONTACT INFORMATION



#### RECOGNITION PREFERENCE

**Public:** With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)

This is how your name will be displayed for recognition purposes

**Anonymous:** With anonymous gifts, your name will be excluded from <u>all</u> recognition lists and naming opportunities.

I prefer this gift to be anonymous: 

Yes



Signature

Date

All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information) —

72593 |



#### **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

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PLEASE AUTOMATE MY PAYMENT						
<ul> <li>□ ACH from Checking/Savings Account (Please attach</li> <li>□ Debit/Credit Card (You will be contacted to set up pay All automatic payments are processed on the 1<sup>st</sup> and</li> </ul>	/ment.)	ngs deposit slip.)				
English was to a	only					
Additional agreements may be required. Check any additional boxes that apply:						
	Trust/Gift Annuity					



DO1: Dan Muus

# ENDOWMENT AGREEMENT

### **Endowment**

1.	DONOR AND ENDOWMENT: hereinafter referred to as
	"the Donor", desiring to support the ongoing growth and development of the University of North Dakota
	("the University"), hereby establishes the
	the UND Alumni Association and Foundation ("the Foundation"). It is the intent of the Donor to make
	periodic contributions to the Fund until the aggregate amount of such contributions ("the contribution
	total") reaches the minimum amount required for the Fund to be administered as an endowment
	according to the Foundation's gift acceptance policy ("the minimum amount"). Until the contribution total
	reaches the minimum amount (\$25,000), no annual allocations shall be distributed from the Fund, and
	the Foundation shall have discretion as to whether and how to invest the assets of the Fund. At such
	time as the contribution total reaches the minimum amount, the Fund shall be administered as an
	endowment by the Foundation according to the following provisions of this Agreement. If the
	contribution total has not reached the minimum amount within five years after the initial contribution to it,
	however, the Foundation shall combine the Fund with a similar existing endowment or spend for the
	purposes designated.

- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for one or more scholarships for students participating in the Honors program.
- 3. PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board. The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.



The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- ADDITIONAL CONTRIBUTION: The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.
- 8. ACCEPTANCE OF AGREEMENT: For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund, contributions to it, and its administration.

	2	
Nancy Pederson VP of Finance		10-3-19 Date

UND Alumni Association and

Foundation



### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University				
9/10/19	University of North Dakota				
Name of Contact		Daytime Telephone Number	Email Address		
President Joshua	Wynne	701-777-2514	joshua.wynne@und.edu		
Name of Project					
Scholarship Endo	wment - Hor	nors 56984			
Description of Project	ct				
The Foundation shall Honors Program.	distribute alloca	tions from the Fund each year for one or	more scholarships for students participating in the		
Briefly explain how t	his project ad	vances the academic mission of the ir	nstitution.		
-			orth Dakota's Scholarships well into the future.		
Project is advancing					
	Scholarship	<u> </u>	```		
Total Project Amour	Total Project Amount Total Private/Nonprofit Donation				
\$150,000		\$100,000			
		Pledge Amount	Cash Amount		
			\$100,000		
State Grant Reques \$50,000	t	Other Sources (if applicable)	Other Sources (if applicable)		
If the donation is pro	ovided in the fo	orm of a pledge, please provide a det	ailed cash flow schedule.		
Please provide docu	support port	the following:	equest of anonymous donors)		
Date of Committee Review			Budget Section Approval Required Yes No		
Date Scope Approved Date Scope Denied Date of Budget Section Ap		Date of Budget Section Approval Granted			

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129





P.O. Box 9509 Warwick, RI 02889-9509

p 888-383-4483 f 866-485-9414

vanguardcharitable.org



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Und Alumni Association And Foundation
Stop 8157
3501 University Avenue
Grand Forks, ND 58202-8157

#### իհուկիժիգնկայիկիգնթնիննիայիոննիոնիրնը

September 5, 2019

To a representative at Und Alumni Association And Foundation:

I am pleased to attach a grant to Und Alumni Association And Foundation from Vanguard Charitable, a 501(c)(3) nonprofit organization that administers a donor-advised fund. This grant was issued at the recommendation of one of our donors.

A grant from

In the amount of \$100,000.00

To be used for:

Vanguard Charitable makes grants to organizations, not to individuals. By accepting this grant, you agree that this grant is under your organization's full control and discretion, including any funds that you may utilize to support the named scholarship fund. You further represent that there is no agreement, written or oral, that allows any person with advisory privileges to the recommending account at Vanguard Charitable to select the scholarship recipient or any agreement that designates or restricts the individuals eligible for scholarships to members of such person's family.

At the request of the recommending donor, please notify the following that you received this grant check.

DeAnna Carlson Zink

At its discretion, your organization may thank the donors named in this letter. However, no individual or entity should receive a tax substantiation letter from your organization in connection with this grant.

Please recognize these individuals or entities for this grant:

By accepting this grant, your organization agrees (a) to use the grant exclusively in furtherance of your organization's tax-exempt mission, (b) that the grant will not confer a prohibited benefit to the recommending donor, his or her family members, or certain entities that they own or control, and (c) to abide by the additional certifications, policies, and guidelines contained in the **Important information about grants** section on the following pages. If your organization is uncertain whether you can certify the accuracy of any of these statements, please contact Vanguard Charitable at 888-383-4483.



We are pleased to support your organization and its mission on behalf of our donors. More information is available at vanguardcharitable.org/nonprofits.

### ENDOWMENT AGREEMENT



1.	DONOR AND ENDOWMENT:	hereinafter referred to
	as "the Donors", desiring to support the ongoing growth and developme	ent of the University of North
	Dakota ("the University"), hereby establish the	Endowment ("the Fund") within
	the UND Alumni Association and Foundation ("the Foundation"). The F	oundation acknowledges having
	received \$100,000 from The Mitchell Family Fund, a donor-advised according to the control of the	count administered by Vanguard
	Charitable, to be placed in the Fund. The Fund shall be administered a	as an endowment by the
	Foundation according to the provisions of this Agreement.	

- 2. PURPOSE: The Foundation shall distribute allocations from the Fund each year for one or more scholarships for students participating in the Honors Program.
- 3. PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: The Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.

The Foundation shall be entitled to compensation from the Fund for services rendered in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

ADDITIONAL CONTRIBUTION: The Donors or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.



- PUBLICITY: The Donors agree that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donors in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donors' original intent.
- 8. ACCEPTANCE OF AGREEMENT: For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it, and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donors, and any other persons with respect to the Fund, contributions to it, and its administration.

	11/22/2019
	Date
—pocusigned by: Delana Carlson Eink	11/22/2019
Anna Carison Zink ef Executive Officer	Date

Foundation



Date Submitted

### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Name of College or University

9/20/19	University of North Dakota				
Name of Contact		Daytime Telephone Number	Email Address		
President Joshua	Wynne	701-777-2514	joshua.wynne@und.edu		
Name of Project					
Scholarship Endo	wment - Mechani	cal Engineering 56974			
Description of Project	ct				
		rom the Fund each year for scholarshi ith preference given to Mechanical Enq	p for students at the University of North Dakota gineering.		
• •		es the academic mission of the insti			
This endowment gift e	This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future.				
	Project is advancing academics through:  Research Scholarships Technology Endowed Chair(s) Educational Infrastructure				
Total Project Amount		Total Private/Nonprofit Donation			
\$75,000		\$50,000			
		Pledge Amount	Cash Amount		
		\$50,000			
State Grant Request \$25,000		Other Sources (if applicable)			
If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule.					
Equal payme	ents over 7 y	ears beginning Decer	nber 2019		
Please provide documentation for the following:					
Date of Committee Review			Budget Section Approval Required Yes No		
Date Scope Approved Date Scope Denied		pe Denied	Date of Budget Section Approval Granted		

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

### GIFT AGREEMENT

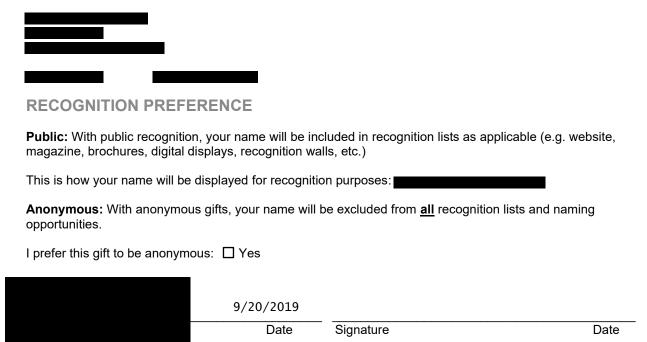
I/we pledge to UND through the UND Alumni Association and Foundation a gift of \$100,000.00. This gift is to be used as follows:

\$50,000 to Endowment

To be paid in equal annual payments over 7 years, beginning on 12/31/2019

**Please make checks payable to UND Alumni Association and Foundation.** Pledge reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pledges per IRS guidelines.

#### PRIMARY DONOR CONTACT INFORMATION



All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information)

27944 |



#### **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

#### PLEASE AUTOMATE MY PAYMENT

$\hfill \square$ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)
All automatic payments are processed on the 1 <sup>st</sup> and 15 <sup>th</sup> of the month.

For internal use only				
Additional agreements may be required. Check any additional boxes that apply:				
☐ New Endowment	☐ Building/Naming Opportunities	☐Trust/Gift Annuity	☐ New Donor Advised Fund	

DO1: Jeff Dodson



### ENDOWMENT AGREEMENT

#### **Endowment**

- the Donor", desiring to support the ongoing growth and development of the University of North Dakota ("the University"), hereby establishes the Endowment ("the Fund") within the UND Alumni Association and Foundation ("the Foundation"). It is the intent of the Donor to make periodic contributions to the Fund until the aggregate amount of such contributions ("the contribution total") reaches the minimum amount required for the Fund to be administered as an endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the contribution total reaches the minimum amount (\$25,000), no annual allocations shall be distributed from the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be administered as an endowment by the Foundation according to the following provisions of this Agreement. If the contribution total has not reached the minimum amount within five years after the initial contribution to it, however, the Foundation shall combine the Fund with a similar existing endowment or spend for the purposes designated.
- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for scholarships for students at the University of North Dakota who are planning to major in Engineering with preference given to Mechanical Engineering.
- **3. PAYOUT POLICY:** The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- **4. ENDOWMENT MANAGEMENT:** When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.



Endowment

The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- **5. ADDITIONAL CONTRIBUTION:** The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.
- **8. ACCEPTANCE OF AGREEMENT:** For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund, contributions to it, and its administration.

	9/20/2019	
	Date	
DocuSigned by:		
Nancy Pederson	9/19/2019	
Nancy Pederson	 Date	
VP of Finance		
UND Alumni Association and		
Foundation		





Date Submitted

#### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION

NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

SFN 60473 (5-2017)

Name of College or University

10/1/19	University of North Dakota				
Name of Contact		Daytime Telephone Number	r	Email Address	
President Joshua Wynne		701-777-2514		joshua.wynne@und.edu	
Name of Project					
Scholarship Endo	wment -	Mechani	cal Engineering 56979		
Description of Project					
department's academi	c chairpe	rson. Distrib			Engineering program to be determined by the uld be used for, but are not limited to, faculty
Briefly explain how t	his proje	ct advance	s the academic mission of the	ne insti	tution.
This endowment gift e	This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future.				
Project is advancing Research	Project is advancing academics through:  Research Scholarships Technology Endowed Chair(s) Educational Infrastructure				
Total Project Amour	nt		Total Private/Nonprofit Donation		
\$164,442.86			\$50,000		
			Pledge Amount		Cash Amount
			\$50,000		
State Grant Request			Other Sources (if applicable)		
\$25,000					
If the donation is provided in the form of a pledge, please provide a detailed cash flow schedule.  To be paid on or before December 31, 2019					
Please provide documentation for the following:					
Date of Committee Review				Budget Section Approval Required Yes No	
Date Scope Approve	ed	Date Sco	te Scope Denied		Date of Budget Section Approval Granted

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

## DONOR ADVISED FUND

### AN AGREEMENT BETWEEN AND UND ALUMNI ASSOCIATION AND FOUNDATION

1.	. INTENTION: wishes	s to facilitate the provision of financial resources to University				
	of North Dakota through the UND Alumni Asso	ociation and Foundation ("Foundation") and support the				
	College of Engineering and Mines there. The	Donor's have established a donor advised fund with				
	and intend t	to recommend to that it make distributions to the				
	University that will total \$50,000 ("Distributions	, <sup>n</sup> ),				
2.	. NON-BINDING: The Donor is not obligate	NON-BINDING: The Donor is not obligated to make any recommendations to				
	is not obligated to make any distribu	utions, unless otherwise agrees to obligate itself				
	through a separate agreement with the Founda	ation.				
3.	SCHEDULE FOR RECOMMENDAT	IONS: The Donor intends to recommend that				
	make Distributions to the Foundation from their	r donor advised fund according to the following payment				
	schedule:					
	Amount	No Later Than				
	\$50,000	December 31, 2019				
	The Donor intends to ensure that sufficient funds are available in their donor advised fund to support the					
	Distributions at the time each recommendation	is made.				
4.	USE OF THE DISTRIBUTIONS: Unio	ess the Foundation is otherwise directed by				
	Distributions specified in Paragraph 3 above shall be used to support the					
	Endowment.					
		(See next page for signature)				



5. NO PERSONAL BENEFIT: The Donor shall not receive any personal benefit in exchange for facilitating the Distributions, nor shall they have any control of the Distributions once received by the Foundation.





### ENDOWMENT AGREEMENT BETWEEN

## AND THE UNIVERSITY OF NORTH DAKOTA FOUNDATION ESTABLISHING THE

**ENDOWMENT** 

hereinafter referred to as the Donor) of	desiring to invest in the
ongoing growth and development of the University of North Dakota, and in mem	ory and honor of his
father, has established the	Endowment
within the University of North Dakota Foundation.	
The Endowment has been established with a direct gift fr	om the Donor to the
University of North Dakota Foundation. It is understood that the principal of this	endowment shall be
held intact and only the allocations shall be awarded each year for purposes as de	signated in this
agreement. This endowment shall be held in perpetuity. Funds in this special ac	count may be
commingled with other funds for investment purposes. Investments shall be mad	e to bring maximum
return consistent with sound and safe investment procedures.	
The investment goals of the UND Foundation and to attain a total nature, which al	lavva for consistant

The investment goals of the UND Foundation are to attain a total return, which allows for consistent endowment growth to at least keep pace with inflation and to provide an annual allocation to be used according to the terms of this agreement.

#### ENDOWMENT

#### Page 2

The Donor or other persons may, at any time, either by a direct or deferred giving arrangement, make additional contributions to the University of North Dakota Foundation to be added to this named endowment.

The University of North Dakota Foundation, as trustee of this named endowment, shall keep records of all activities in this account and shall make periodic reports to the Donor.

Endowment shall be a part of the annual audit of the University of North Dakota Foundation, which shall be conducted by a certified public accounting firm.

Allocations from this endowment shall be used to provide funding for priority needs of the University of North Dakota Mechanical Engineering program to be determined by the department's academic chairperson. Distributions from this named endowment could be used for, but are not limited to, faculty and program enhancement, purchases of equipment, or scholarships. If used for scholarships, the University of North Dakota Foundation shall notify the Student Financial Aid Office and the department's academic chair on or before April 15 of each year as to the amount available for disbursement.

The Donor agrees to publicity being given to the establishment of this endowment and to annual presentation of allocations.

The Donor reserves the right to change the purpose of this named endowment by submitting written communication to the University of North Dakota Foundation six months prior to any change taking effect. If, at any time in the future, changes at the University of North Dakota make the purpose as designated by the Donor no longer applicable, and if the Donor is no longer available to select another purpose, the Board of Directors of the University of North Dakota Foundation may change the purpose, consistent with the highest priority needs of the University of North Dakota.

Dave Miedema

**Executive Vice President** 

ave Miedema 1/25/02

UND Foundation

Date



Date Submitted

#### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM

Name of College or University

NORTH DAKOTA JNIVERSITY SYSTEM	SFN 60473 (5-2017)
ACCESS, INNOVATION, EXCELLENCE.	

10/1/19	Univers	ity of Nor	th Dakota				
Name of Contact			Daytime Telephone	Number	Email Address		
President Joshua	Wynne		701-777-2514		joshua.wynne@und.edu		
Name of Project							
Scholarship Endo	wment -	Nursing	56972				
Description of Project	ct						
Allocations from the er Nursing and Professio					earning a nursing degree within the College of		
Briefly explain how to							
This endowment gift e	This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future.						
Project is advancing	academ	nics thro <u>ua</u>	<u>h</u> :	•			
Research _	Schola	rships	Technology	Endowed Ch	air(s) Educational Infrastructure		
Total Project Amoun	nt		Total Private/Nonpr	ofit Donation			
\$175,823.87			\$50,000				
		·	Pledge Amount		Cash Amount		
					\$50,000		
State Grant Request	t		Other Sources (if a	oplicable)			
\$25,000							
If the donation is pro	vided in	the form o	f a pledge, please pi	rovide a detaile	ed cash flow schedule.		
On or before	Dece	ember	31, 2019				
Please provide docu  Community	support	n for the fo	ollowing:				
<ul><li>Student sup</li><li>Private or ne</li></ul>		donation (N	lames may be redad	cted at the requ	uest of anonymous donors)		
Date of Committee I	Review				Budget Section Approval Required Yes No		
Date Scope Approve	ed	Date Sco	pe Denied		Date of Budget Section Approval Granted		

Submit completed form and all documentation to: patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

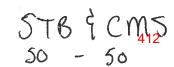
## AGREEMENT

l/we pledge to UND throug This gift is to be used as fo	ollows:	ociation and	Foundation a gift of \$_	
\$Amount	to			
50'006 Amount	to		Ontrurpose	
If the gift	purpose is left blank, y	our gift will sc	pport the UND Annual	Impact Fund
To be paid ir beş	n equal payments over ginning immediately <u>OF</u>	year	s (preferably not to exce	
	☐ Monthly [	Quarterly	☐ Annually	
Please make checks paya or your convenience. Dono guidelines.	able to UND Alumni A or Advised Funds cann	ssociation a ot be used to	and Foundation. Pledg make payments on pe	e reminders will be sent rsonal pledges per IRS
PR <u>IMARY DONOR C</u>	CONTACT INFOR	MATION		
Nam Prefe Hom				
RECOGNITION PRE	FERENCE			
Public: With public recogning processing the process of the proces	ition, your name will be al displays, recognition	included in rewalls, etc.)	ecognition lists as appli	cable (e.g. website,
his is how your name will	be displayed for recogn	nition purpose	es:	
Anonymous: With anonymopportunities. I prefer this g			ed from <u>all</u> recognition li	sts and naming
	10/1/10	7		
	////	Signatur		Date

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information) -







A grant to a charity will be accompanied by a letter recognizing the donor-advised fund as the source of the grant. You may choose to be recognized, elect to recognize a family member or friend, or make the grant anonymously. If you need assistance, call 866-803-0389.

Return completed form to rcf@reninc.com or fax to 877-222-1829

DONOR-ADVISE	D FUND INF	ORMATION			
Fund name		27			
Account # or Donor	of Record SSN	1			
RECOGNITION F	OR GRANT				
Please recognize	e the original D	onor of Record of the	e donor-advised fund.		
☐ Please recognize	e the following	named individual in	connection with the grant	::	
Full name					
Street address			City/State/	Zip	
☐ Please issue this	s grant anonym	iously.			
GRANT AMOUN	Т				
Recommended	grant amount: \$	\$ 100'000 -	(minimum \$250)		
			specified future date (mu	st be one (1) m	onth or
more from date			La company		
	_	Other:	on the following recurring	g dasis:	
■ RECOMMENDED	GRANT RE	CIPIENT			
Name of recommend	ded charity	UND Alsmi	Association	Foundation	لم
Street address	3501 U	p 8157	Association ) City/State/	Zip Gn	Fauks ND
Phone number	(201 ) 7				58202
Special Instructions	50%				
Purpose/Use	50%				
Tax ID #	45-1	548296			
ACKNOWLEDGM					
		visor acknowledge that	at I have read the grant re	commendation ;	guidelines set forth
			or anyone related to me w		
			ed grant will not pay for n t fulfill a pre-existing bindi		
charitable organization			that my recommendation		
full and exclusiv			oundation Inc.		
Signature			AURIONAMINA, Mar Shares contra		
Printed Name				Date	18/1/19

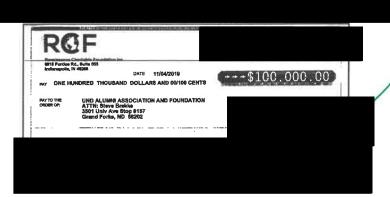
#### **Research By Transaction Report**

Report Created on 11/12/2019 11:56:31

Presenter: AF University of North Dakota Foundation Location(s): University of North Dakota Foundation

Research ID: 1

Status: Acknowledged





#### Endowment

hereinafter, referred to as the Donor, desiring to invest in the ongoing growth and development of the University of North Dakota, has established the Endowment within the University of North Dakota Foundation.

It is the intent of the Donor to make periodic gifts to this endowment until it reaches the minimum level to become fully endowed and administered accordingly by the University of North Dakota Foundation gift acceptance policy. Until the endowment reaches the required minimum funding level, no interest shall accrue and no annual allocations shall be distributed.

Upon reaching the minimum level, the principal of the then recognized endowment shall be commingled with other endowments and managed in the investment portfolio of the UND Foundation. The investment portfolio shall be part of the annual audit of the University of North Dakota Foundation, conducted by an independent public accounting firm as approved by the UND Foundation Audit & Risk Committee and Board of Directors. The portfolio shall be managed in accordance with the established investment policy adopted by the UND Foundation Board of Directors.

The investment goal, based on total return, aims to provide a meaningful allocation while preserving the purchasing power of the endowment against inflation. Allocations shall be distributed each year in accordance with the UND Foundation spending policy adopted by the Board of Directors and only for the purposes as designated by the Donor in this agreement.

The Donor or other persons may, at any time, either with a direct or deferred gift arrangement, make additional contributions to the University of North Dakota Foundation to be added to this endowment. If the Endowment has not attained the minimum endowment funding level within five years, the UND Foundation shall spend the then-existing fund balance for the established purpose or as closely reflecting the Donor's original intent.

Allocations from the endowment will provide one or more scholarships to students earning a nursing degree within the College of Nursing and Professional Disciplines at the University of North Dakota.

Endowment Page 2

The Donor agrees to publicity being given to the establishment of the endowment and to the annual presentation of allocations.

The University of North Dakota Foundation, as Trustee of the

Endowment shall be entitled to compensation for services hereinunder according to the Trustee's schedule of fees in effect at the time such services are rendered.

If, at any time in the future, changes at the University of North Dakota make the purpose as designated by the Donor no longer applicable, obsolete, inappropriate, or impracticable, the Donor hereby authorizes the Board of Directors of the UND Foundation in consultation with the Dean of the College of Nursing and Professional Disciplines to designate an alternative purpose that most closely reflects the Donor's original intent without court approval.

Laura Block

Date

Chief Financial Officer

University of North Dakota Foundation



### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College of	or University					
10/3/19	University of No	niversity of North Dakota					
Name of Contact		Daytime Telephone Number	Email Address				
President Joshua	Wynne	701-777-2514	joshua.wynne@und.edu				
Name of Project							
Scholarship Endo	wment - STEM	56963					
Description of Proje	ct						
	Allocations from the endowment will provide scholarships to University of North Dakota students with preference (in the following order) to students from rural communities, who are interested in STEM fields of study and who are female.						
Briefly explain how t	this project advance	es the academic mission of the inst	itution.				
	This endowment gift ensures necessary financial support of the University of North Dakota's Scholarships well into the future.						
Project is advancing Research	g academics throug Scholarships	ih: Technology Endowed Ch	nair(s) Educational Infrastructure				
Total Project Amour	nt	Total Private/Nonprofit Donation					
\$179,101.29		\$50,000					
		Pledge Amount \$50,000	Cash Amount				
State Grant Reques \$25,000	t	Other Sources (if applicable)					
If the donation is pro	ovided in the form o	f a pledge, please provide a detaile	ed cash flow schedule.				
Equal payme	ents over five	e years beginning Oct	tober 2020				
Please provide docu	support oport	ollowing: Names may be redacted at the req	·				
Date of Committee	Review		Budget Section Approval Required Yes No				

Submit completed form and all documentation to:

Date Scope Denied

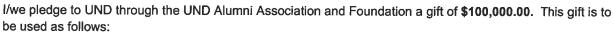
patty.schock@ndus.edu

Date Scope Approved

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

Date of Budget Section Approval Granted

### GIFT AGREEMENT



\$50,000.00 to the \$50,000.00 to the **Endowment** 

To be paid in equal annual payments over 5 years, beginning on 10/30/2020

Please make checks payable to UND Alumni Association and Foundation. Pledge reminders will be sent for your convenience. Donor Advised Funds cannot be used to make payments on personal pledges per IRS guidelines.

#### PRIMARY DONOR CONTACT INFORMATION



#### RECOGNITION PREFERENCE

Public: With public recognition, your name will be included in recognition lists as applicable (e.g. website, magazine, brochures, digital displays, recognition walls, etc.)

This is how your name will be displayed for recognition purposes

Anonymous: With anonymous gifts, your name will be excluded from all recognition lists and naming opportunities.

I prefer this gift to be anonymous: 

Yes

SIGNATURE



All gifts to UND through the University of North Dakota Alumni Association and Foundation are tax deductible to the extent provided by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information) -

72593 |



#### **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

P	L	E/	48	E	A	UT	'Oi	ЛΑ	T	E	M	Y	P	A	Y	MEN	T	
---	---	----	----	---	---	----	-----	----	---	---	---	---	---	---	---	-----	---	--

PLEASE AUTOMATE MY PAYMENT		
<ul> <li>□ ACH from Checking/Savings Account (Please attach</li> <li>□ Debit/Credit Card (You will be contacted to set up pay All automatic payments are processed on the 1<sup>st</sup> and</li> </ul>	/ment.)	ngs deposit slip.)
English was to a	. only	
Additional agreements may be required. Check any additional	-	
	Trust/Gift Annuity	



DO1: Dan Muus



#### Endowment

hereinafter referred to as the Donor, desiring to invest in the ongoing growth and development of the University of North Dakota, has established the Endowment within the University of North Dakota Foundation.

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Allocations from the endowment will provide scholarships to University of North Dakota students with preference (in the following order) to students from rural communities, who are interested in STEM fields of study and who are female.

The Donor agrees to publicity being given to the establishment of the endowment and to the annual presentation of allocations.

The University of North Dakota Foundation, as Trustee of the Endowment shall be entitled to compensation for services hereinunder according to the Trustee's schedule of fees in effect at the time such services are rendered.

If, at any time in the future, changes at the University of North Dakota make the purpose as designated by the Donor no longer applicable, obsolete, inappropriate, or impracticable, the Donor hereby authorizes the Board of Directors of the UND Foundation to designate an alternative purpose that most closely reflects the Donors original intent without court approval.

Laura Block

Date

Chief Financial Officer

University of North Dakota Foundation



#### ND HIGHER EDUCATION CHALLENGE SCOPE APPROVAL

NORTH DAKOTA UNIVERSITY SYSTEM

SFN 60559 (6-2015)

Date Submitted	Name of College or U	,			
9/23/19	University of Nort	h Dakota			
Name of Contact		Daytime Telephone	Number Email Add	ress	
President Joshua	Wynne	701-777-2514	joshua	.wynne@und.edu	
Name of Project		•	•		
School of Law En	dowment 57070				
Description of Project					
Clinical legal educatio	n, including indigent le	gal services, and facult	y recruitment and re	tention.	
5 . 5					
		academic mission of the		otala Oakaalafi ay Edwart ya waliinta	
the future.	nsures necessary fina	ncial support of the Uni	versity of North Dak	ota's School of Law Educators well into	
ino rataro.					
Project is advancing a	andomina through:				
<u> </u>	¬				
Research	Scholarships	Technology	Endowed Chair(s)	Educational Infrastructure	
Total Project Amount		Total Private/Nonprofit	Donation		
\$750,000		\$500,000			
State Grant Request		Other Sources (if applied	oplicable)		
\$250,000					
D-1		In	udget Cention Appro	val Daguirad	
Date of Committee Re	view	D'	udget Section Appro	7ai Required	
			]Yes □No		
Date Scope Approved	Date Scope	Denied	ate of Budget Sectio	n Approval Granted	
	ı			· · · · · · · · · · · · · · · · · · ·	

#### Submit completed form and all documentation to:

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129 patty.schock@ndus.edu



### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University						
9/23/19	University of No	of North Dakota					
Name of Contact		Daytime Telephone Number	Email Address				
President Joshua	Wynne	701-777-2514	joshua.wynne@und.edu				
Name of Project							
School of Law En	dowment 57000						
Description of Project	ct						
The Foundation shall distribute allocations from the Fund each year for faculty support for the Clinical Legal Education Program at the Dean's discretion.							
Briefly explain how t	this project advance	es the academic mission of the inst	itution.				
This endowment gift e	ensures necessary fin	ancial support of the University of Nort	h Dakota's Educators well into the future.				
5							
Project is advancing Research	Scholarships		nair(s)				
Total Project Amour	<u></u> nt	Total Private/Nonprofit Donation					
\$150,730.53		\$100,487					
,,		Pledge Amount	Cash Amount				
		\$50,000					
State Grant Reques	t	\$50,000 Other Sources (if applicable)	\$50,487				
State Grant Reques	t	\$50,000 Other Sources (if applicable)					
\$50,244		Other Sources (if applicable)	\$50,487				
\$50,244 If the donation is pro	ovided in the form o	Other Sources (if applicable) f a pledge, please provide a detail	\$50,487 ed cash flow schedule.				
\$50,244  If the donation is pro  Equal payment	ovided in the form o	Other Sources (if applicable)  f a pledge, please provide a detaile e years beginning Ser	\$50,487 ed cash flow schedule.				
\$50,244  If the donation is pro  Equal payments  Please provide documents	ovided in the form on the form of the form on the form of the form	Other Sources (if applicable)  f a pledge, please provide a detaile e years beginning Ser	\$50,487 ed cash flow schedule.				
\$50,244  If the donation is pro  Equal payme  Please provide docu  Community Student sup	ovided in the form of ents over fiven the form t	Other Sources (if applicable)  f a pledge, please provide a detaile  e years beginning Sepollowing:	\$50,487  ed cash flow schedule.  otember 2020				
\$50,244  If the donation is pro  Equal payme  Please provide docu  Community Student sup	ovided in the form of ents over fiven the form t	Other Sources (if applicable)  f a pledge, please provide a detaile e years beginning Ser	\$50,487  ed cash flow schedule.  otember 2020  uest of anonymous donors)				
\$50,244  If the donation is pro  Equal payme  Please provide docu  Community Student sup	ovided in the form of ents over fiven umentation for the form opport opport on profit donation (I	Other Sources (if applicable)  f a pledge, please provide a detaile  e years beginning Sepollowing:	\$50,487  ed cash flow schedule.  otember 2020  uest of anonymous donors)  Budget Section Approval Required				
\$50,244  If the donation is pro  Equal payme  Please provide docu  Community  Student sup  Private or n	ovided in the form of ents over fiven umentation for the form opport opport on profit donation (I	Other Sources (if applicable)  f a pledge, please provide a detaile  e years beginning Sepollowing:	\$50,487  ed cash flow schedule.  otember 2020  uest of anonymous donors)				
\$50,244  If the donation is pro  Equal payme  Please provide docu  Community  Student sup  Private or n	ents over fivenesses over five	Other Sources (if applicable)  f a pledge, please provide a detaile  e years beginning Sepollowing:	\$50,487  ed cash flow schedule.  otember 2020  uest of anonymous donors)  Budget Section Approval Required				

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

## GIFT

AGRI		Association and Foundation a gift of \$_50,000.00
This gift is to be used as f	•	tooodidion and roundation a give of \u2212
\$50,000.00	to	Endowment
Amount	4	Gift Purpose
\$	to	Gift Purpose
Amount		Gilt Fulpose
If the gif	t purpose is left blani	k, your gift will support the UND Annual Impact Fund
-		er 5 years (preferably not to exceed 5 years)  OR on June 30, 2020 (date)  Quarterly Annually
		ni Association and Foundation. Pledge reminders will be sent annot be used to make payments on personal pledges per IRS
PRIMARY DONOR	CONTACT INFO	DRMATION
RECOGNITION PRE	FERENCE	
Public: With public recognistics with public r		be included in recognition lists as applicable (e.g. website, ion walls, etc.)
This is how your name wil	l be displayed for rec	eognition purposes:
Anonymous: With anony opportunities. I prefer this		e will be excluded from <u>all</u> recognition lists and naming ::   Yes

Signature Date

an gires to סאס through the oniversity or <del>אסר באסיום אונים אינים וויים אסים אונים וויים וויים וויים וויים וויים וויים וויים אונים וויים וויים</del> by law. Please consult your tax advisor.

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal Revenue Code Section 509.

(See next page for matching gifts and payment information) =

30525



#### **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

#### PLEASE AUTOMATE MY PAYMENT

☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)
All automatic payments are processed on the 15th day of the month.

For internal use only							
Additional agreements may be required. Check any additional boxes that apply:							
☐ New Endowment	☐ Building/Naming Opportunities	☐ Trust/Gift Annuity	☐ New Donor Advised Fund				



### Immediate Gift Annuity Agreement UND Foundation

One Life Immediate Payment Annuity for Annuitant

by

This Agreement is made September 17, 2019, between (hereafter the "Donor") and a charitable organization, known as the UND Foundation, 3501 University Ave, Grand Forks, North Dakota 58202 (hereafter the "Charitable Organization").

- 1. <u>Property Transfer</u>. The Donor, as evidence of a desire to support the work of the Charitable Organization and to make a charitable gift, has this day contributed to the Charitable Organization \$110,000.00.
- 2. Payment of Annuity. In consideration of the property transferred by the Donor, the Charitable Organization shall pay to the Donor for his life an annual annuity of \$7,810.00 in equal quarterly payments of \$1,952.50 at the end of each period. The first pro rata annuity payment of \$299.36 shall be on September 30, 2019 and all future payments shall be one quarter thereafter. The obligation of the Charitable Organization to make the annuity payments shall terminate either without payment if the Donor dies before the first payment or with the payment prior to the death of the Donor.



- 4. <u>Annuity Provisions</u>. This annuity is irrevocable and nonassignable, except that it may be assigned to the Charitable Organization. This Agreement constitutes the entire agreement of the parties.
- 5. <u>Payout and Use Provisions</u>. Unless the Charitable Organization is notified in writing of a change of address or another method of payment is selected by written agreement, annuity payments shall be made to the Donor's address noted in this Agreement. Annuity payments shall be made under the provisions of this Agreement and shall not be otherwise modified or commuted. After all required annuity payments under this Agreement are completed, any annuity remainder amount shall be distributed to the University of North Dakota Foundation for the Jack Marcil Family Endowment.
- 6. State Law Provisions. This Agreement shall be governed by the laws of North Dakota. This annuity Agreement shall be interpreted in a manner that is in compliance with applicable existing state law. An annuitant may not assign or transfer his or her annuity interest to the issuing charity within the first five years after date of the contribution as specified below. By signing this agreement, the Donor acknowledges receipt of the Charitable Organization Gift Annuity Disclosure Statement, in accordance with the requirements of the Philanthropy Protection Act of 1995.

The Reasonably Commensurate Value of the annuity as of the date of this agreement for a male age 79 is \$73,072.70. The interest of the annuitant or annuitants in the gift annuity may not be assigned to the qualified charity sooner than the earlier of: (i) the date of death of the annuitant or annuitants; or (ii) five years after the date of the contribution.

In addition, to the extent an amendment does not conflict with federal law, the Agreement may be amended by mutual agreement of the parties solely for the purpose of compliance with state law, with such amendment subject to approval of the Insurance Commissioner of the State of North Dakota.

IN WITNESS WHEREOF, the Charitable Organization and the Donor have executed this Agreement on the date first stated above.

	Date: _	9/23/	119

**UND Foundation** 

**Incorporation Date -- 1978** 

Nancy Pedeson, VP of Finance

Date: 9-20-19

	Charitable Gift A	nnuity
Donor:	Gift Amount:	Gift Date:
	\$110,000.00	09/17/2019
Beneficiary(ies)		
1st Person:(M)	Date of Birth:	Age
Cost Basis:	Payment Frequency:	Date of First Annuity Payment:
\$110,000.00	Quarterly	09/30/2019

Cal	culation				
	Annuity Percentage:			7.1%	
(A)	Annual Annuity Payo	out		\$7,810.00	(A)
(B)	Factor (IRS Pub. 1457, Table S) AFR of the Month: <u>2.6%</u>			7.5469	(B)
(C)	Adjustment for time (IRS Pub. 1457, Table K) End of Period 1 Annual 2 Semiannual 3 Quarterly 4 Monthly	1.0000 1.0065 1.0097 1.0119		1.0097	(C)
(D)	Adjusted Factor Line(B) x Line(C)			7.6201	(D)
(E)	Present Value of An Line (D) x Line (A)	nuity		\$59,512.98	(E)
(F)	Amount Transferred			\$110,000.00	(F)
(G)	CHARITABLE GIFT Line (F) less Line (E) ND tax credit \$10,000.00 s Credit reduces federal cha	saves tax.	Potential Deduction* \$50,487.02 \$10,000.00 \$40,487.02	\$50,487.02	(G)

<sup>\*</sup>Note to CPAs: Reducing reported ND credit increases federal deduction. See GiftLaw Pro Ch. 1.1.6. 07-01-2018 Annuity Rates

This educational illustration is not professional tax or legal advice; consult a tax advisor about your specific situation. See data sheets for assumptions.

### ENDOWMENT AGREEMENT

#### **Endowment**

١.	DONOR AND ENDOWMENT: hereinafter referred to as "the
	Donor", desiring to support the ongoing growth and development of the University of North Dakota ("the
	University"), hereby establishes the Endowment ("the Fund") within the UND Alumni
	Association and Foundation ("the Foundation"). It is the intent of the Donor to make periodic
	contributions to the Fund until the aggregate amount of such contributions ("the contribution total")
	reaches the minimum amount required for the Fund to be administered as an endowment according to
	the Foundation's gift acceptance policy ("the minimum amount"). Until the contribution total reaches the
	minimum amount (\$25,000), no annual allocations shall be distributed from the Fund, and the
	Foundation shall have discretion as to whether and how to invest the assets of the Fund. At such time
	as the contribution total reaches the minimum amount, the Fund shall be administered as an endowment
	by the Foundation according to the following provisions of this Agreement. If the contribution total has
	not reached the minimum amount within five years after the initial contribution to it, however, the
	Foundation shall combine the Fund with a similar existing endowment or spend for the purposes
	designated.

- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for faculty support for the Clinical Legal Education Program at the Dean's discretion.
- 3. PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- 4. ENDOWMENT MANAGEMENT: When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board. The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.



Endowment

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- **5. ADDITIONAL CONTRIBUTION:** The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.
- **8. ACCEPTANCE OF AGREEMENT:** For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund, contributions to it, and its administration.

	2 (2 ) (2 ) (2
	9/24/2019
	Date
—DocuSigned by:	
buncy Pederson	9/24/2019
y Pederson	Date
of Finance	
O Alumni Association and	
oundation	





ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017) ACCESS. INNOVATION. EXCELLENCE.

Date Submitted	ate Submitted Name of College or University				
10/2/2019	University of North Dakota				
Name of Contact Daytime Telephone Number Email Address				Email Address	
President Joshua	Wynne		701-777-2514	joshua.wynne@und.edu	
Name of Project					
School of Law En	dowment	57001			
Description of Project					
The Foundation shall and faculty recruitmen				gal education including indigent legal services	
Briefly explain how t	his project	advance	s the academic mission of the ins	titution.	
				th Dakota's Educators well into the future.	
Project is advancing	_			F	
Research	Research Scholarships Technology Endowed Chair(s) Educational Infrastructure				
Total Project Amour	Total Project Amount Total Private/Nonprofit Donation				
\$75,000			\$50,000		
			Pledge Amount	Cash Amount	
			\$50,000		
State Grant Reques	t		Other Sources (if applicable)		
\$25,000					
<u> </u>			f a pledge, please provide a detail e years beginning Oc		
Please provide docu				lobel 2019	
Community		i ioi uie io	ollowing.		
<ul><li>Student sup</li><li>Private or n</li></ul>		onation (N	lames may be redacted at the req	uest of anonymous donors)	
, , , , , , , , , , , , , , , , , , , ,				Budget Section Approval Required	
				Yes No	
Date Scope Approv	ed [	Date Sco	pe Denied	Date of Budget Section Approval Granted	

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129

# GIFT AGREEMENT



I/we pledge to UND through the		ciation and	Foundation a gift	of \$50,000.00	
This gift is to be used as follows	»: 		79		
\$50,000.00	to		Endo	wment	
Amount			Giit Furpose		
\$	to				
Amount			Gift Purpose		
If the gift purp	ose is left blank, yo	ur gift will s	upport the UND A	nnual Impact Fund	
	nl payments over ng immediately <u>OR</u>				
	Monthly	Quarterly			
Please make checks payable for your convenience. Donor Adguidelines.					
	ORM	ATION			
RECOGNITION PREFER	ENCE				
Public: With public recognition, magazine, brochures, digital disp			ecognition lists as	applicable (e.g. web	site,
This is how your name will be dis	splayed for recognit	ion purpose	es:		
Anonymous: With anonymous opportunities. I prefer this gift to			ed from <u>all</u> recogn	ition lists and naming	
	1.1-11-				
	Date	Signatu	re		Date
	th Dakota Aluma	i Association	and Foundation are t	av daduatible to the exter	ot provided

The University of North Dakota Alumni Association and Foundation is a recognized North Dakota nonprofit corporation, is exempted from federal income tax liability by Internal Revenue Code Section 501(c)(3), and qualifies as a public charity under Internal

154236

Revenue Code Section 509.

by law. Please consult your tax advisor.

FOUNDATION

(See next page for matching gifts and payment information) -

#### **MATCHING GIFTS**

If you work for, are retired from, or serve on the board of a company with a matching gift program, please obtain their matching gift form and return it to us to extend the impact of your gift.

While matching gifts received from your employer will count toward your Eternal Flame Society recognition level, it does not fulfill your personal commitment as indicated on this form.

☐ ACH from Checking/Savings Account (Please attach a voided check/savings deposit slip.)
☐ Debit/Credit Card (You will be contacted to set up payment.)
All automatic payments are processed on the 15 <sup>th</sup> day of the month.

	For internal	use only	. y 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2. 2.
Additional agreeme	nts may be required. Check any a	dditional boxes that a	pply:
☐ New Endowment	☐ Building/Naming Opportunities	☐ Trust/Gift Annuity	☐ New Donor Advised Fund



### ENDOWMENT AGREEMENT

#### **Endowment**

- referred to as "the Donor", desiring to support the ongoing growth and development of the University of North Dakota ("the University"), hereby establishes the Endowment ("the Fund") within the UND Alumni Association and Foundation ("the Foundation"). It is the intent of the Donor to make periodic contributions to the Fund until the aggregate amount of such contributions ("the contribution total") reaches the minimum amount required for the Fund to be administered as an endowment according to the Foundation's gift acceptance policy ("the minimum amount"). Until the contribution total reaches the minimum amount (\$25,000), no annual allocations shall be distributed from the Fund, and the Foundation shall have discretion as to whether and how to invest the assets of the Fund. At such time as the contribution total reaches the minimum amount, the Fund shall be administered as an endowment by the Foundation according to the following provisions of this Agreement. If the contribution total has not reached the minimum amount within five years after the initial contribution to it, however, the Foundation shall combine the Fund with a similar existing endowment or spend for the purposes designated.
- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for clinical legal education including indigent legal services and faculty recruitment and retention at the UND School of Law.
- 3. PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
- **4. ENDOWMENT MANAGEMENT:** When the Fund becomes an endowment, the Foundation shall commingle the assets of the Fund with the Foundation's other endowments and manage the Fund's assets as part of the Foundation's investment portfolio, if the Foundation has not already done so. That investment portfolio is part of the annual audit of the Foundation conducted by an independent public accounting firm as approved by the Foundation's Audit Committee and the Board. That portfolio shall be managed in accordance with the investment policy adopted by the Board.



Endowment

The Foundation shall be entitled to compensation from the Fund for services rendering in administering the Fund according to the Foundation's schedule of fees in effect at the time such services are rendered.

The Fund, all contributions to it, and its administration shall be governed by the Uniform Prudent Management of Institutional Funds Act, N.D. Cent. Code Chapter 59-21 ("UPMIFA"). The Fund constitutes an "institutional fund" within the meaning of UPMIFA. The Fund is not a trust. All contributions to the Fund are irrevocable, and the Foundation shall not return any such contribution under any circumstances.

- **5. ADDITIONAL CONTRIBUTION:** The Donor or other persons may, at any time, by means of outright or deferred gifts, make additional contributions to the Foundation to be added to the Fund.
- **6. PUBLICITY:** The Donor agrees that the Foundation may publicize the creation of the Fund and the use of annual allocations from it.
- 7. AGREEMENT MODIFICATION: If a change in circumstances makes the use of the Fund designated by the Donor in this Agreement inapplicable, obsolete, inappropriate, impracticable, or not in the best interests of the Foundation or the University, the Board, in consultation with appropriate University personnel, may designate an alternative use of the Fund that reflects as closely as practical the Donor's original intent.
- **8. ACCEPTANCE OF AGREEMENT:** For purposes of UPMIFA, this Agreement constitutes the entire "gift instrument" with respect to the Fund, contributions to it and its administration, and this Agreement supersedes all prior communications, statements and understandings, whether oral or written, expressed or implied, between the Foundation, the Donor and any other persons with respect to the Fund, contributions to it, and its administration.

	11/4/2019	
	Date	
bocusigned by.		
Nancy Pederson	11/1/2019	
NaPICY P&d&PS&n	Date	
VP of Finance		
UND Alumni Association and		
Foundation		





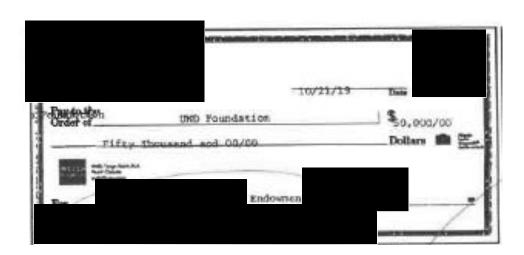
### ND HIGHER EDUCATION CHALLENGE FUND APPLICATION NORTH DAKOTA UNIVERSITY SYSTEM SFN 60473 (5-2017)

Date Submitted	Name of College or University					
10/25/19	University of North Dakota					
Name of Contact		Daytime Telephone Number	Email Address			
President Joshua	Wynne		701-777-2514	joshua.wynne@und.edu		
Name of Project						
School of Law En	School of Law Endowment 57002					
Description of Project	ct					
The Foundation shall of the Dean.	distribute alloc	cations f	rom the Fund each year for faculty s	upport in the area of Energy Law at the discretion		
Briefly explain how t	his project a	dvance	s the academic mission of the ins	stitution.		
				rth Dakota's Educators well into the future.		
Project is advancing	_			1. ://. \		
Research	Scholarshi	ips	Technology Endowed C	hair(s)Educational Infrastructure		
Total Project Amour	nt		Total Private/Nonprofit Donation			
\$75,000			\$50,000			
		•	Pledge Amount	Cash Amount		
				\$50,000		
State Grant Reques	t		Other Sources (if applicable)			
\$25,000						
If the donation is pro	ovided in the	form of	a pledge, please provide a detai	iled cash flow schedule.		
Please provide docu	support port		ollowing: lames may be redacted at the red	quest of anonymous donors)		
Date of Committee	Review			Budget Section Approval Required Yes No		
Date Scope Approv	ed Da	Date Scope Denied		Date of Budget Section Approval Granted		

Submit completed form and all documentation to:

patty.schock@ndus.edu

Patty Schock North Dakota University System 600 E Boulevard Ave, Dept 215 Bismarck, ND 58505-0230 701-328-4129



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- 2. PURPOSE: When the contribution total reaches the minimum amount and the Fund becomes an endowment, the Foundation shall distribute allocations from the Fund each year for faculty support in the area of Energy Law at the discretion of the Dean..
- 3. PAYOUT POLICY: The Foundation shall determine the annual allocation from the Fund in accordance with the Foundation's endowment spending policy, as adopted by its Board of Directors ("the Board").
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Nancy Pederson VP of Finance

UND Alumni Association and

Foundation

Date -

Date

