

MEMORANDUM OF AGREEMENT TO ESTABLISH THE
_____ SCHOLARSHIP ENDOWMENT FUND

AT

NASHVILLE STATE COMMUNITY COLLEGE

This agreement is made this _____ day of _____, 20____, by and between _____, hereinafter referred to as the Donor(s), and Nashville State community College Foundation, hereinafter referred to as the Foundation.

WITNESSETH:

_____ [*Donor(s)*], in _____ [*his/her/their*] _____ desire to honor _____ and in order to establish the _____ Scholarship Endowment Fund, agrees to make gifts to the Foundation in excess of the Foundation's Minimum Endowment Level; specifically, Donor(s) agrees to make gifts totaling \$50,000 over the next _____ years on the following schedule: \$_____ to be transferred to the Foundation on or before _____ [*Month*], [*Day*], 20[*Yr.*], with subsequent annual contributions of \$_____ on or before the anniversary date of the first contribution until the total amount pledged has been received by the Foundation.

The Foundation agrees that these gifts and any other monies added to this Agreement shall be known as the _____ Scholarship Endowment Fund (the "Fund"). The Foundation shall have the authority and discretion to invest and reinvest said amounts (with any other funds owned or held by it absolutely or in a fiduciary capacity) in undivided interests and obligations or separately or in any other manner, the choice of such investments to be determined by the Foundation at its discretion

The income from said Fund shall be used for scholarships for deserving students of Nashville State Community College, as further specified in the attached Administrative Provisions for the Fund. The Administrative Provisions attached hereto shall be incorporated herein as an integral part of this Agreement.

If the gifts to this Fund fail to reach the Foundation's Minimum Endowment Level, the Fund balance will either be expended under the provisions outlined in this Agreement or transferred to the General Endowment Fund of the Foundation, in the sole discretion of the Foundation's Board of Directors (the "Board").

At the further discretion of the Foundation, up to one-half of the annual income may be added to the principal of this _____ Scholarship Endowment Fund to enhance the continued growth of the Fund. The actual portion of income to be reinvested will be determined annually in accordance with Foundation policies in effect at that time and by the affirmative vote of the Foundation's Board.

The Donor(s) or other persons may, from time to time, and at any time, add additional monies, securities, or other assets, which, if accepted by the Nashville State Community College Foundation, shall become subject to all the covenants, terms and conditions of this Agreement.

Donor(s) acknowledges that the transfers identified above are unconditional gifts to the Foundation subject only to condition that the gift be used by the Foundation in its corporate purpose to benefit Nashville State Community College (the "College") and its students. Donor(s) has not and does not retain any current or reversionary interest in the gift. Donor(s) further acknowledges that this Agreement and the Administrative Provisions attached hereto are not intended to and do not create a trust agreement, but rather are only intended to provide the Foundation with a written record of the Donor(s)' wishes with regard to, but not requirements for, the Foundation's use of the gifts.

Donor(s) and the Foundation agree that if, at any time in the future, in the sole discretion of the Foundation's Board (after written recommendation from the President of the College), it is determined that the purposes and/or needs for which the Fund was initially established (as identified in the attached Administrative Provisions) no longer exist or are no longer applicable, the Foundation's Board shall have full authority to redirect the use of this Fund for the benefit of the College and/or its students in any manner which the Foundation's Board determines best reflect the original wishes of Donor(s).

Should any portion of this Agreement or the attached Administrative Provisions be deemed by legal counsel to the Foundation or found by any court of law to conflict with any Federal, State or Local law, statute, or ordinance, the Foundation's Board shall have the full and unrestricted right to redirect the use of this Fund for the benefit of the College and/or its students, including, but not limited to, any use which the Foundation's Board deems most closely reflects the Donor(s)' original wishes.
