



**Gift Agreement to Establish Endowed
(Name of Scholarship/Center/Institute/Chair)**

As the national university of the Catholic Church in the United States, The Catholic University of America is committed to being a comprehensive Catholic and American institution of higher learning, faithful to the teachings of Jesus Christ as handed on by the Church. Your generosity with this gift supports our mission and ensures our future.

The Catholic University of America gratefully acknowledges your philanthropy and the confidence it represents in our work. We are strongly committed to responsibly steward your investment. To ensure that your gift is used for its intended purpose, and to enable the University to plan effectively, the following agreement has been created for your approval.

I. Donor Commitment

This Gift Agreement is effective this _____ day of _____ between _____ (“Donors”) and The Catholic University of America (the “University”). The Donor/s and the University agree to the following:

Recognizing that the University will rely upon this pledge in engaging in activities for the benefit of the University, and taking into account the Donor's interest in the University, the Donor will make a gift of _____ in a form acceptable to the University. It is understood and agreed that the gift will be paid in full on or before _____ or in accordance with the following schedule:

- _____ (\$ _____) on or before _____; and
- _____ (\$ _____) on or before _____; and
- _____ (\$ _____) on or before _____; and
- _____ (\$ _____) on or before _____.

Charitable gifts made to The Catholic University of America are subject to policies as approved by the University.

II. University's Commitment

This gift shall be used for the purpose of supporting _____ and shall be consistent with Catholic's tax-exempt purposes. The University is qualified as a charitable organization for which the Donors are or will be entitled to charitable contribution tax deductions.

Should it ever become, in the judgment of the University's Board of Trustees, illegal, or impossible to carry out the purpose of this gift the University will commit to contact the donor or his/her designee to determine the use of this gift for purposes that are as closely related as possible to the intentions

expressed in this Agreement. If, as a result of unforeseen future circumstances, the distributions from this Fund are no longer needed for the intended purpose, the University may use such distributions for other closely related purposes that will advance the University and the particular division/department originally named as the recipient.

III. Recognition

The University acknowledges with gratitude the gift made to create this Fund. The Donors or others may make additional contributions to the Funds at any time, in accord with University Gift Acceptance Policies.

The University will provide, on an annual basis, a stewardship report reflecting the activity and status of the Fund, to the signatory or other appointed representative of the Donors. This report will include the balance of the Fund, the total amount donated in the past year, and the total amount and purpose of funds expended during the year.

IV. Endowment Fund Administration

In accordance with University policy, endowments are established subject to the approval of the Board of Trustees or the appropriate authorized officer within the University. The University may commingle the Fund with other endowments in the investment pool and may deduct reasonable and necessary expenses as approved by the Board of Trustees. The University has sole discretion over the investment of the Fund and will manage the Fund in accordance with the policies of the Board of Trustees Finance committee. The distribution from the Fund that will be available or the designated purpose shall be determined annually by the Board of Trustees. Any earnings from the gift before the pledge balance has been met may be used for the purposes of the gift as defined above.

V. Entire Agreement

This Agreement sets forth the final and complete agreement between the Parties with respect to this transaction, and there are no other terms or conditions. All prior agreements relating to this subject matter are hereby superseded by this Agreement. This Agreement may not be amended, modified or supplemented except by a written instrument signed by the University and the Donors.

The Donor/s and the University accept the terms of this Agreement as evidenced by the signatures below:

| | | | |
|---------|-------|---|-------|
| _____ | _____ | _____ | _____ |
| Donor/s | Date | Scott Rembold Vice President University Advancement | Date |