AGREEMENT BETWEEN
_____ *(name of organization)*

and THE SOUTHWESTERN OKLAHOMA STATE UNIVERSITY FOUNDATION, INC. for THE CREATION OF THE _____ Fund

THIS AGREEMENT is made this _____day of _____, 20____ by and between

_____ and the SOUTHWESTERN OKLAHOMA STATE UNIVERSITY FOUNDATION, INC. ("Foundation"), Weatherford, Oklahoma, a not-for-profit, 501(c)(3) corporation, organized pursuant to the laws of the State of Oklahoma.

Section 1: Fund Establishment

1.1 The intent of the Donor in making his commitment is to establish a fund held by the Foundation. The fund shall be known as the:

_____ Fund

1.2 The initial contribution shall be: $_____.

Section 2: Fund Purpose

2.1 The purpose of the **_____ Fund** will be to benefit _____ at Southwestern Oklahoma State University and fund expenses related to the _____

2.2 No benefit shall be received by any donor to the fund.

Section 3: Policies and Administration

3.1 Any earnings which exceed authorized deductions (expenditures and management fees) must return to the Fund or may be used for additional funds as determined by the Board. Any expenditure from the fund shall be for purposes directly related to the purpose set forth in this agreement in Section 2.2.

3.2 The Foundation may accept future gifts or bequests from the Donor, or from others, as an addition to the Fund and subject to the terms of this Agreement. The Foundation may also accept future gifts or bequests from the Donor as entirely separate funds; provided that the acceptance of said funds will create no obligation on this Fund or its use.

3.3 If circumstances should arise in the future that make any restriction or condition unnecessary, incapable of fulfillment, inconsistent with the charitable needs of Foundation, illegal, impossible, or impractical to use the Fund for the purpose specified above, then the President of the University may submit a request for modification of this purpose to the Board of Directors of the Foundation. If, in the best judgment of the Board of Directors, such modification is deemed prudent and in keeping with the original intent of the Donor, the Board of Directors may authorize the use of the spendable earnings from the Fund for the modified purpose. In the event of such a modification, the **_____ Fund** will continue to be associated with the Fund.

Should the official designation or name of any unit or official of the Foundation or Southwestern Oklahoma State University mentioned herein be changed, then that unit, official, or organization most nearly performing the responsibilities of said organization will be construed to have the responsibilities as herein set out.

Dated at _____, this _____ day of _____, 20____.

_____

By_____
Lynnette Thurman,
Executive Director

ATTEST: _____

Secretary

(SEAL)

_____
Donor

Accepted by the Southwestern Oklahoma State University Foundation, Inc. this _____day of

_____, 20____.

Southwestern Oklahoma State University Foundation, Inc.

STATE OF _____)

SS:

COUNTY OF _____)

The foregoing Agreement was acknowledged before me this _____ day of _____, 20___, by

_____, as Donor.

_____
Notary Public
Commission Number: _____

My Commission Expires:

_____

(SEAL)

STATE OF _____)

) SS:

COUNTY OF _____)

The foregoing Agreement was accepted and acknowledged before me this _____ day of

_____, 20___, by Lynne Thurman on behalf of the SOUTHWESTERN OKLAHOMA STATE

UNIVERSITY FOUNDATION, INC.

_____
Notary Public
Commission Number: _____

My Commission Expires:

_____

(SEAL)