

**RESTRICTED ENDOWMENT FUND AGREEMENT**

**THIS FUND AGREEMENT** ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2000, between La Salle University ("La Salle"), and \_\_\_\_\_ ("Donor"), to establish a restricted endowment fund at La Salle.

**1. Creation of the Fund.**

a. Initial Contribution. Donor hereby contributes \$\_\_\_\_\_ to La Salle to create the "\_\_\_\_\_ Fund" (the "Fund"). Donor or any other person may make a subsequent contribution to the Fund.

**2. Purpose of Fund.**

a. The purpose of the Fund is to provide distributions from the Fund for \_\_\_\_\_.

b. In the event that it becomes unnecessary, undesirable, impractical or impossible to utilize funds for such purposes, La Salle shall have the right to utilize the Fund for \_\_\_\_\_, or such other charitable purposes as it deems appropriate. Any decision to change the use of the Fund shall be made by a committee composed of the President of the University, the Chair of the Finance Committee of the Board of Trustees and \_\_\_\_\_, or such other group as the Board of Trustees may determine from time to time.

**3. Distributions from the Fund.** La Salle shall make distributions from the Fund in accordance with the "Spending Policy" adopted by the Board of Trustees of La Salle. The Spending Policy is designed to allow the assets to be invested on a "total return" basis to maintain and, if possible, increase the real value (as adjusted for inflation) of the funds over time, while at the same time providing a relatively steady and predictable level of funding for distribution. The Distribution Policy in effect on the date hereof provides for annual distributions equal to 5% of the trailing twelve-quarter average market value of the Fund. Until such time as the fund shall have twelve trailing-quarters of history the disbursements from the fund shall be 5% of the average number of trailing-quarters since inception.

If the fund has been established for the purpose of funding a scholarship, the student recipient will be selection by (describe committee, person, office etc.)

Guidelines, if applicable, for selection of the student recipient.

In future years the following (person, committee, office) are/is authorized to modify the selection guidelines.

**4. Administration.**

a. Fund shall be invested with the pooled investments of the University in accordance with the asset allocation and other investment policies as determined by the Board of Trustees.

b. La Salle shall administer the Fund in accordance with the terms of this Agreement, under and subject to La Salle's governing instruments, as amended from time to time, and in accordance with procedures for the administration of similar funds of La Salle. The Fund, and distributions from the Fund, shall be subject to the ultimate control and absolute discretion of La Salle.

a. No distribution shall be made from the Fund to satisfy a pledge or other commitment of the Donor or to provide any personal benefit to the Donor.

b. Any recipient of benefits from the Fund shall be advised that such benefits are from the Fund.

**5. Agreement Irrevocable; Limited Power of Amendment.** This Agreement is irrevocable. For the sole purpose of ensuring that the Fund qualifies as a component of La Salle's endowment for federal tax purposes, however, La Salle shall have the power, acting alone, to modify the terms of this Agreement to the extent necessary to ensure such qualification.

**6. Controlling Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, La Salle and Donor have executed this Agreement.

LA SALLE UNIVERSITY

By: \_\_\_\_\_

Authorized Representative

\_\_\_\_\_  
Donor

\_\_\_\_\_  
Donor