



GIFT AGREEMENT BETWEEN

(NAME OF DONOR(S))
("the Donor(s)")

AND

MCMASTER UNIVERSITY
("the University")

I. THE GIFT

(DONORS NAME(S) have generously made a gift of (GIFT/PLEDGE AMOUNT) to McMaster University (hereinafter the "Gift"). This Gift/Pledge will be provided in the form of (METHOD OF PAYMENT) according to the following schedule:

II. THE PURPOSE

The purpose of the Gift is to establish (NAME OF SCHOLARSHIP). Pending the approval of The Undergraduate Council Awards Committee at McMaster University, the terms of reference for the award will be as follows:

III. FURTHER TERMS

In addition to the foregoing, it is further agreed as follows:

- a) Through this generous Gift an Endowed Trust Fund (the "Fund") will be created subject to the terms of this Agreement.
- b) Subject to approval of the appropriate University body the Fund will be known as (NAME OF SCHOLARSHIP) at McMaster University.
- c) The annual allocation from the Fund consistent with the policy objectives described in the *Expenditure Policy: General Trust Funds (Externally Restricted Endowments)*¹, as amended from time to time, will be made available by McMaster University to provide the funding for (NAME OF SCHOLARSHIP) in accordance with the conditions specified by this Agreement and provided sufficient investment income is generated by the Fund. A disbursement will be made from the fund when adequate investment income has been earned. Temporary capital encroachment may be required to maintain donor intent and spending may be reduced or suspended in any given year to preserve donor capital.

- d) For gifts over \$100K use: The Vice-President of University Advancement at McMaster University will report on the status of the Fund to the Donor(s) and provide recipient information.
- e) For gifts less than \$100K use: A report on the status of the Fund and recipient information will be made available upon request.

IV. DONOR ACKNOWLEDGMENTS

- a) The University is responsible for the management of the Fund with the goal that the real capital value of the Fund will be maintained in perpetuity in accordance with the terms of this Agreement and the University's *Statement of Investment Policies and Objectives-Investment Pool*².
- b) The Fund will be managed according to McMaster University's *Operational Policy and Procedures for Trust and Endowed Fund Management*³.
- c) The annual realized return on investments for Endowed Trust Funds is net of investment management fees and (currently) 1% trust fund administration fees.
- d) Both the Donor(s) and the University affirm that the Gift does not and shall not, in any way, compromise McMaster's Mission and Vision Statement, constrain academic freedom on campus, as described in McMaster's *Statement on Academic Freedom*⁴, contravene any policy of the University or reflect negatively on the University's public image.
- e) McMaster University is committed to ensuring that this Gift is used for its intended purpose. If, in the sole opinion of the University, it becomes impossible, inadvisable or impracticable for all or part of this Gift to be usefully or practically applied to the purposes described within the agreement, or if the purpose cannot be achieved because of a future change in law, change in University practices, policies or academic priorities, or other unforeseeable circumstances, the Gift may be used for any related purpose which in the reasonable opinion of the University (in consultation with the Donor(s) where possible) will most nearly accomplish the Donor's wishes or is consonant with the spirit and intent of the Donor's gift, including amendments to the mechanism or method used to attain the original or amended purpose of the Gift.
- f) McMaster University considers gift agreements to be public documents and by signing this document the Donor acknowledges that this agreement and other documents related to the Donor's gift to the University will be publicly available. In addition, the University is subject to government legislation which can change over time. Such legislation includes the *Freedom of Information and Protection of Privacy Act* (FIPPA) in Ontario and means that this agreement may be released to a third party should an access request be submitted under FIPPA.

(DONOR)

Date

Mary Williams
Vice-President, University Advancement
McMaster University

Date

Lorna Somers
Director of Development
McMaster University

Date

Donors who do not have access to the Internet may request copies of the McMaster policies referenced in this Agreement. Policies are currently available online at the following web links:

¹ http://www.mcmaster.ca/policy/General/Financial/Expenditure_Policy_General_Trust_Funds-Externally_Restricted_Endowments-2011.pdf

² <http://www.mcmaster.ca/policy/General/Financial/InvestmentPool.pdf>

³ <http://www.mcmaster.ca/bms/policy/trust/opguide.pdf>

⁴ <http://www.mcmaster.ca/mufa/handbook/sps25.htm>