

TASB 2450 Hunting Park Avenue Third Floor Philadelphia, PA 19129

THE SOCIETY OF THE FRIENDLY SONS OF ST. PATRICK ENDOWED SCHOLARSHIP FUND AT TEMPLE UNIVERSITY

<u>PARTIES</u>: This agreement is by and between The Society of the Friendly Sons of St. Patrick for the Relief of Emigrants from Ireland ("Donor") and Temple University – Of The Commonwealth System of Higher Education, Philadelphia, Pennsylvania ("University").

<u>PURPOSE</u>: This agreement will establish an endowed scholarship ("Fund") that provides recognition and financial assistance to full-time undergraduate students from the Delaware Valley Region enrolled at the University who participate in Temple University sponsored forcredit study abroad programs in Ireland.

<u>NAME</u>: The name of this scholarship shall be the *Society of the Friendly Sons of St. Patrick for the Relief of Emigrants from Ireland Endowed Scholarship Fund*

<u>AMOUNT OF FUND</u>: The Donor will contribute \$50,000 to the University by December 31, 2017 for the above-stated purpose. Interested persons or organizations may make additional contributions.

<u>ELIGIBILITY</u>: Consideration for this scholarship shall be given to all full-time University undergraduate students from the Delaware Valley Region who participate in Temple University sponsored for-credit study abroad programs in Ireland. For scholarship selection, the Delaware Valley Region is defined to be inclusive of the following counties: in New Jersey – Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, Salem, and Mercer; in Pennsylvania – Berks, Bucks, Chester, Delaware, Montgomery, and Philadelphia; in Maryland – Cecil; in Delaware – Kent and New Castle.

<u>SELECTION PROCEDURE</u>: Recipients of this scholarship shall be selected by the University's Office of Education Abroad and Overseas Campuses.

AMOUNT OF AWARD: The University's Student Financial Services shall determine the number and amount of scholarships awarded each year. Scholarships shall be awarded annually according to University policy and cannot replace institutional aid, unless a student's total financial aid package exceeds the cost of the study-abroad program. Any monies not awarded in a particular year shall be added to the Fund's principal.

TERM OF AWARD: Each scholarship shall be awarded for one semester or one academic year.

<u>ENDOWMENT MANAGEMENT</u>: The original contribution and all other subsequent contributions by the Donor or others to the Fund shall be invested in a true endowment and shall be used solely to further the objective as stated above. The Fund shall be invested and expended in accordance with the University's Investment Policies.

<u>STEWARDSHIP</u>: The University will provide an annual report to the Donor, including an overview of the financial activity of the Fund and other relevant information. Recipients agree to provide a thank you letter to the Society along with a short description of his or her experience in Ireland.

<u>OBLIGATION</u>: This Agreement shall be a legally binding obligation of the Donor, Personal Representatives, and assigns and on the University, its successors and assigns.

<u>CONTINGENCY</u>: If the University discontinues operations, or it otherwise becomes impracticable to satisfy the conditions of this gift, the University will use all reasonable efforts to transfer the then-remaining principal to another college or university in the Delaware Valley Region where the Donor has funded a same or a similar scholarship.

AMENDMENT: This Agreement may not be modified, amended or terminated, except by an Agreement in writing executed by the Donor and the University. The Donor acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties with respect to the subject matter hereof and that no oral or other Agreements, understandings, representations or warranties exist other than those expressly set forth in this Agreement. All prior Agreements among or between such parties regarding the subject matter of this Agreement, whether oral or written, are superseded by the terms of this Agreement. This Agreement confers no rights on third parties and shall not be construed to provide benefits or guarantees respecting education and other services beyond those specifically mentioned above.

<u>GOVERNING LAW</u>: This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its conflict of law provisions.

IN WITNESS WHEREOF, the Donor and the University, by its duly authorized officer, in consideration of the covenants herein contained and intending to be legally bound hereby have caused this Agreement to be duly executed.

Donor:

Joseph P. Heenan

President, Friendly Sons of St. Patrick

Date

Temple University - Of The Commonwealth System of Higher Education:

Ken Kaiser

Vice President, Chief Financial Officer and Treasurer

Date