I, James R. Alumnus (“Donor”) hereby pledge to give $10,000 to the Board of Regents of The University of Texas System (“Board of Regents”) to be designated for the use and benefit of The University of Texas at Dallas (“UT Dallas”).

PURPOSE OF GIFT:

Funds shall be designated for the establishment of a permanent endowment to be named the James R. Alumnus Campus Enhancement Fund. Funds distributed from the endowment shall be used in support of maintaining the physical appearance of the UT Dallas campus and may be designated for expenses including, but not limited to, the maintenance of trees and other plant life, water features, seating areas and sidewalks.

FUNDING OF GIFT:

This gift will be completed through five (5) pledge payments. The first pledge payment of $2,000 shall be made on or before December 31, 2010 and the final pledge payment shall be made on or before December 31, 2014. The Donor requests an annual reminder be sent in the month of November throughout the course of this pledge commitment.

In the event the Donor is unable to fulfill this pledge by the date specified above, and there are insufficient funds held in the endowment to reach the minimum funding level required for an endowment, the Donor understands the endowment may be dissolved by the Board of Regents, and the President of UT Dallas shall have the discretion to designate an existing endowment to which to transfer the funds or expend the funds for general purposes, taking into consideration the original intent as specified above.
ADMINISTRATION:

Such endowment shall never become a part of the Permanent University Fund, the Available University Fund or the General Fund of the State of Texas, and shall never be subject to appropriation by the Legislature of the State of Texas. These funds and all future additions to the endowment, including those made by the Board of Regents or University administration, shall be subject to the provisions of this agreement and shall be classified as permanent endowment funds.

If in the opinion of the Board of Regents, future circumstances change so that the purposes for which the endowment is established become illegal, impracticable, or no longer able to be carried out to meet the needs of the University, said Board of Regents may designate an alternative use for the endowment payout in accordance with applicable state law to further the objective of the University in the spirit of the original purpose.

INVESTMENT, PAYOUT AND REINVESTMENT:

These endowment funds may be merged or commingled with other funds held by the Board of Regents for investment purposes in accordance with the policies of the Board of Regents. The Donors acknowledge and agree that in connection with administration and management of the endowment funds, the Board of Regents may charge certain expenses against the endowment funds for administration, management, and similar charges. Funds distributed from the endowment in a year may be retained and expended for the purposes of the endowment in subsequent years, or may be reinvested, at the discretion of the Board of Regents or University administration, as a permanent addition to the principal of the endowment.

Endowments are officially established upon approval of the Board of Regents. As with any decision involving your assets, Donors are urged to seek the advice of professional counsel when considering a gift to the University.

GIFT RECOGNITION:

In recognition of this gift, UT Dallas agrees that appropriately designed and placed signage shall be installed which shall identify a magnolia tree on the newly-constructed plaza on the UT Dallas campus. Such signage shall be mutually agreed upon by the Donor and UT Dallas, subject to the Regents’ Rules and Regulations and UT Dallas’ standard signage policies. In the event that the entire gift is not received by the University as set forth herein, the Donor and UT Dallas agree to undertake in good faith such equitable modifications to this agreement as may be appropriate.
GOVERNING LAW:

This agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to any conflict of laws, rule or principle that might refer the governance or construction of this agreement to the laws of another jurisdiction.

AUTHORIZED:

I hereby:

_______ grant

_______ do not grant

permission for the University to use my name in donor-related publications, websites or other recognition intended to thank donors and encourage the support of others.

[If Permission to Announce is Granted]

I wish to have our name appear as: ____________________________________________.

Signature:

__________________________________  Date: ______________________________

James R. Alumnus

REVIEWED ON BEHALF OF UT DALLAS:

__________________________________  Date: ______________________________

Aaron Conley, Ed.D.
Vice President for Development and Alumni Relations