

UNIVERSITY OF WISCONSIN FOUNDATION

MEMORANDUM OF AGREEMENT

Epsilon Sigma Phi Fund

THIS MEMORANDUM OF AGREEMENT is made by and between Epsilon Sigma Phi (Alpha Sigma Chapter), hereinafter referred to as the Donor, and the University of Wisconsin Foundation, a non-profit, non-stock Wisconsin Corporation, hereinafter referred to as the Foundation.

WHEREAS, the Donor wishes to institute a fund with the Foundation to be known as the **Epsilon Sigma Phi Fund** for the purpose of providing support for University of Wisconsin Extension - Cooperative Extension program; and

WHEREAS, the Donor wishes to initiate the Fund with a gift in the amount of **\$45,900.73** ;and

WHEREAS, any portion of this gift that is intended to be endowment shall be invested and managed by the Foundation as a permanent endowment fund in accordance with the Foundation's standard investment and distribution procedures for endowment funds as those procedures may exist and be altered from time to time;

NOW THEREFORE, the University of Wisconsin Foundation agrees to receive, hold, invest, reinvest, administer and distribute any and all monies received for the described Fund in accordance with the following terms and conditions:

- I. Each year, the Foundation will advise the University of Wisconsin - Extension and the Epsilon Sigma Phi Board of the total amounts of support available for distribution in support of the Fund's objectives.
2. Gifts received by the Foundation for Epsilon Sigma Phi shall be added to the principal of this fund unless the individual making the gift otherwise designates the gift.
3. It is the intention of-the donor that the Dean/Director of the Cooperative Extension Program within University of Wisconsin Extension or his or her designee shall determine which projects shall be funded with the available annual distributable amounts in co-operation with the Board of Epsilon Sigma Phi. The Foundation shall make distributions to University accounts based on the written instructions of the Dean/Director of the Cooperative Extension Program.

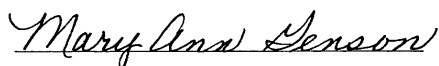
4. All monies distributed from the Fund shall be described as having been made available by the **Epsilon Sigma Phi Fund**.
5. Additional contributions to the Fund by the Donor, or others, whether by gift, bequest or devise, may be accepted at any time with the approval of the Foundation.
5. While the Donor (organization) is in existence, the Donor shall have the right to alter the purpose of the fund created by this agreement, so long as the change of purpose and use shall benefit the University of Wisconsin Extension - Cooperative Extension Program.
7. It is understood and agreed that should the purpose for which the Fund is instituted cease to exist at a time when it is impossible or impractical to consult with the Donor, the Foundation may devote the Fund to other purposes as close to the Donor's original intent as it can at that time devise.

In making this gift, it is the intent of the Donor to supplement those activities that would normally be construed as the province and responsibility of the State of Wisconsin and its agencies. The support distributed by the Foundation is intended to be incremental in nature in order to provide a margin of excellence in support of the goals and objectives detailed in this Memorandum of Agreement.

Executed this 24th day of May, 2001

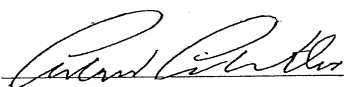
APPROVED:

Epsilon Sigma Phi (Alpha Sigma Chapter) as Donor



Mary Ann Genson, President

University of Wisconsin Foundation

By: 

Andrew A. Wilcox, President