

**SAM HOUSTON STATE UNIVERSITY
HUNTSVILLE, TEXAS**

ENDOWMENT AGREEMENT

PARTIES: This Agreement is made by and between Sam Houston State University ("the *University*"), and friends of Harold F. Foerster ("*Donors*") and [REDACTED] and [REDACTED] ("*Donor Representatives*") of Sam Houston State University, Huntsville, Texas.

NAME OF ENDOWMENT: The Donors seek to establish an endowment fund at the University and the University is willing to accept and administer such a fund. It is mutually agreed an endowment fund will be established and administered as set forth herein and will be known as the ***Dr. Harold F. Foerster Endowment Fund***.

**OBJECTIVES/
HISTORY:** This endowment is being established in honor of Dr. Harold F. Foerster by his friends and co-workers upon his retirement, to provide financial assistance to selected students who have met the criteria outlined in the "Selection Criteria" portion of this Agreement.

Dr. Harold Foerster is being honored for 45 years of service (1963 – 2008) as a teacher, mentor, researcher, and scholar in the Department of Biological Sciences at Sam Houston State University.

During his career as a teacher, Dr. Foerster taught over 3000 students in the subject of microbiology. He expected maximum effort from his students and from himself. Dr. Foerster was a lifelong student, reading current scientific literature in his field and imparting the latest knowledge in the classroom and laboratory.

As mentor, Dr. Foerster directed graduate students and undergraduates in basic research in microbiology. He and his students published numerous reports of their research in national, peer-reviewed scholarly journals. Due to Dr. Foerster's encouragement, several of his students went on to graduate and professional schools, and to successful careers of their own.

Dr. Harold F. Foerster Endowment Fund
Endowment Account # [REDACTED]
Scholarship Account # [REDACTED]

Dr. Foerster was active in professional societies in microbiology and a long-time contributor to the Texas Branch of the American Society for Microbiology which serves as a mentoring organization for young scholars beginning their careers.

Dr. Foerster leaves a legacy as scholar, teacher and mentor that is greatly appreciated and will long be remembered in the Department of Biological Sciences at Sam Houston State University.

PROVISIONS:

The Donors will establish the fund with a \$4,900 initial contribution, with a commitment to contribute \$5,000 annually until the fund reaches \$25,000 within five years. Once fully endowed, a portion, not to exceed seventy percent (70%) of the annual earnings from the permanent endowment, will be disbursed as annual scholarship awards. The remaining portion of the earnings, a minimum of thirty percent (30%), will be returned to the endowment fund in order to allow for its growth.

If the endowment corpus does not reach the \$25,000 goal by December 31, 2014, the University, at its discretion, may transfer the funds into the general scholarship endowment fund in the Department of Biological Sciences.

The endowment will provide one or more annual scholarship awards, a minimum of \$1,000 each, to be announced in the spring and disbursed the following academic year, (half in the fall and the remaining half in the spring semester). If in any one year, the scholarship award is unused, it may be awarded to another student who fulfills the requirements in the "Selection Criteria" portion of this Agreement, returned to the endowment's corpus or retained in the expendable scholarship account to award in the following year. This decision will be made by the chair of the Department of Biological Sciences.

The Donors and other contributors are free to donate additional funds to the endowment and the expendable scholarship award accounts at any time.

**SELECTION
CRITERIA:**

A scholarship committee within the Department of Biological Sciences shall select one or more recipients of the award each year. The following criteria will be used in the selection process: A recipient must (1) be a full-time undergraduate student in good standing enrolled at Sam Houston State University and majoring in biology or environmental science; (2) demonstrate financial need; (3) have a minimum overall GPA of 3.0; and, (4) be a citizen of the United States.

The scholarship is a one-year award, \$500 distributed each semester, with spring semester funding contingent upon maintaining an overall GPA of 3.0. A recipient may receive this scholarship in subsequent years, but must reapply each year and be selected as the best candidate.

**DURATION/
AMENDMENTS:**

This Agreement will be effective upon signature by the President of the University and the Donor Representatives, and shall remain in effect to protect the permanent endowment. The Donor Representatives may, if circumstances should arise that necessitate such action, request amendments to this Agreement in cooperation with the University and with its approval and acceptance. Additions, deletions, and other changes approved for this agreement shall be made and the amended document shall supersede and replace it and include the dates of the original agreement and previous amendments.

EXPENDITURES:

Funds will be managed by the University in accordance with the provisions contained within this Agreement, or within future amendments hereto agreed upon by the University and the Donors.

REPORTS:


The Department of Biological Sciences will provide a report to the Donors at the end of the academic year regarding the selection and progress of recipients of scholarship awards. A copy of this report will be sent to the Office of University Advancement.

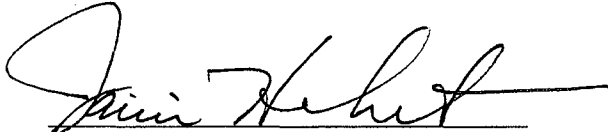
**SAVINGS
CLAUSE:**


Should future circumstances render the original purpose of this fund impractical, inappropriate, or impossible to fulfill, the University, after considering the original intent and interests of the Donors, shall be allowed to modify the Agreement to provide the nearest practical use of the funds under existing circumstances.

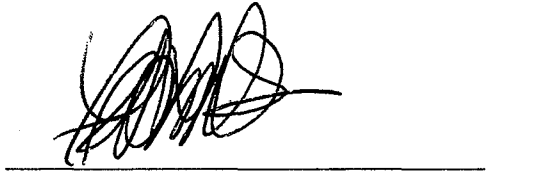
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed this 3rd day of June, 2008.

SAM HOUSTON STATE UNIVERSITY:


James F. Gaertner
President


Jaimie L. Hebert
Dean, College of Arts and Sciences


Jerry L. Cook
Chair, Department of Biological Sciences



Frank R. Holmes
Vice President for University Advancement

DONOR REPRESENTATIVES:







Dr. Harold F. Foerster Endowment Fund
Endowment Account # 
Scholarship Account # 