



ENDOWED PROGRAMMATIC FUND GIFT AGREEMENT

This Gift Agreement (the "Agreement") is made this ____ day of _____, 20____, by and between _____
_____ (hereinafter referred to as the
"Donor") and Tuskegee University (hereinafter referred to as the "University").

THE DONOR AND THE UNIVERSITY AGREE AS FOLLOWS:

1. DONOR COMMITMENT

The Donor hereby pledges to the University the sum of _____ Dollars (\$_____), which shall be designated for the benefit of the following college, school, department, program, or initiative: _____.

This contribution shall be used to establish an endowed fund at Tuskegee University (the "Fund") pursuant to the terms set forth herein.

2. GIFT SCHEDULE

It is understood that the gift will be paid in full on or before _____, or according to the following payment schedule:

(Standard pledge duration is typically five years. Include months, years, and amounts if applicable.)

3. PURPOSE

The Fund shall support the following programmatic purpose(s):

(Examples include but are not limited to faculty research, academic enrichment, equipment or technology acquisition, curricular innovation, student co-curricular programming, or departmental outreach.)

This support may be used in accordance with Tuskegee University's policies governing the expenditure of restricted and endowed funds and shall advance the educational mission and strategic priorities of the designated unit.

4. ENDOWMENT

The Fund shall become a component of the Tuskegee University endowment and shall be invested in accordance with the University's Investment Policy Statement and the Alabama Uniform Prudent Management of Institutional Funds Act (AUPMIFA).

Distributions from the Fund will not commence until it reaches the University's required minimum endowment threshold. If, upon the conclusion of the pledge period, the Fund does not meet the required endowment minimum, the University may, at its sole discretion:

- Extend the time period for fundraising;
- Merge the Fund with another endowment of similar purpose;
- Or convert the Fund to a current-use fund aligned with the Donor's stated purpose.

All unspent distributions will be reinvested to protect the Fund's long-term growth and purchasing power.

5. RECOGNITION

The Donor's gift shall be recognized in a manner consistent with the University's donor recognition and stewardship policies. Any public announcement or named recognition associated with this gift shall be coordinated through the Division of Development and Alumni Engagement and is subject to the Donor's approval.

An annual report summarizing the financial activity and impact of the Fund will be provided to the Donor by the Division of Development and Alumni Engagement.

6. ADMINISTRATION

Tuskegee University is a 501(c)(3) tax-exempt organization. For investment purposes, the assets of this Fund may be combined with other University funds. The University may assess a one-time gift fee and an annual administrative fee, both in accordance with policies approved by the Board of Trustees.

An annual distribution will be calculated using the University's endowment spending policy as approved by the Board of Trustees. Earnings beyond the spending distribution and fees will be reinvested into the endowment.

The University shall manage this Fund in accordance with all applicable federal and state laws and shall comply with the intent of the Donor as outlined in this Agreement to the greatest extent possible.

If at any time the designated purpose of the Fund becomes impracticable, the University may modify the use of the Fund in a manner that best aligns with the Donor's original intent.

7. LEGAL AND BINDING COMMITMENT

This Agreement constitutes the final written expression of all terms and supersedes prior discussions or understandings. It may only be amended in writing, signed by both the Donor and an authorized representative of Tuskegee University.

This Agreement shall be binding upon the Donor and the Donor's estate, heirs, successors, and assigns. In the event of the Donor's death, any unpaid portion of the pledge shall become a debt of the estate, and the Donor agrees to include this commitment in their will or estate plan.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

8. DONOR PRIVACY AND DISCLOSURE

Tuskegee University subscribes to the Donor Bill of Rights as endorsed by the Association of Fundraising Professionals and the Council for Advancement and Support of Education, which affirms that donors have the right to have information about their donations handled with respect and confidentiality to the extent provided by law. In accordance with this standard and pursuant to 26 U.S.C. § 6104(d)(3)(A) and Treasury Regulation § 301.6104(d)-1, contributor names and addresses reported to the Internal Revenue Service are not subject to public inspection and are treated as confidential; accordingly, Tuskegee University does not disclose donor-identifying information or gift details without the donor's express written consent, except as required by law.

I affirm this statement and will comply.

DONOR:

_____ **Date:** _____

Printed Name: _____

TUSKEGEE UNIVERSITY:

_____ **Date:** _____

Dr. A.L. Fleming

Vice President for Development and Alumni Engagement

Thank you for your gift to TU!