

**ENDOWED CHAIR GIFT AGREEMENT
ROSEMARY SAUCIER LABORDE ENDOWED CHAIR IN THE COLLEGE OF
NURSING**

This will acknowledge that a contribution (a "Donation") will be made by [REDACTED] (the "Donor") to the University of Louisiana Lafayette Foundation (the "Foundation") to establish an endowment fund (the "Fund"). This instrument sets forth the rules, regulations and governing provisions that will apply to the Fund which are consistent with the policies of the UL Lafayette Foundation and the University of Louisiana at Lafayette (the "University"). The Donor and the Foundation hereby establish a fund pursuant to the following terms and conditions:

I. NAME AND PURPOSE

The undersigned Donor(s) hereby establishes an endowed chair fund pursuant to the terms and conditions set forth in this instrument in the amount of \$600,000.00.

An Endowed Chair is the highest academic honor that can be bestowed upon a faculty member at the University of Louisiana at Lafayette. It is assumed that the holder of an Endowed Chair is a person of national stature. The recipient of an Endowed Chair must have a distinguished record of accomplishments in his/her field, as indicated variously by research, publication, external funding, creative endeavors, awards and honors, and leadership positions in professional organizations. In most cases the holder of an Endowed Chair possesses an earned doctorate in a discipline appropriate for the chair. The recipient must also be an excellent teacher who exhibits generosity of spirit in working with students and faculty colleagues. Endowed Chairs serve as models of professional accomplishment and commitment to the mission of the University.

The Endowed Chair will usually hold a full-time tenured or tenure-track faculty appointment or a senior research appointment. Generally, Endowed Chairs do not hold administrative posts, such as department head, dean, or director.

The Fund shall be entitled: Rosemary Saucier Laborde Endowed Chair in the College of Nursing

For the College of: Nursing & Allied Health Professions

Department of: Nursing

University Contacts: Dean, College of Nursing & Allied Health Professions
Assistant Vice President for Faculty Affairs, Academic Affairs

Source of funds: Donor's IRA distributions

II. INVESTMENT AND SPENDING POLICY

- A. The Donation shall be permanently invested by the UL Lafayette Foundation for the benefit of the University. The tax benefits available to a donor for gifts to the Foundation, which is a 501(c) (3) charitable organization, are determined by the appropriate sections of the Internal Revenue Code.
- B. The Donation is irrevocable and the funds will be administered in accordance with the Foundation's investment guidelines and spending policies. The Foundation may combine the funds with other endowment funds in order to maximize expected return, to improve diversification of investments and to provide efficiency in management of investments. The undersigned Donor(s) agrees to permit these funds to be merged with other assets of the UL Lafayette Foundation for investment purposes provided that the assets are separately identified and accounted for periodically.
- C. The undersigned Donor(s) recognizes and acknowledges that inflation and other factors may reduce the value of the endowment in the future and specifically authorizes the Foundation to add a portion of the earnings to the principal or corpus each year so that the principal or corpus may increase.
- D. The Foundation's spending policy on endowments as determined by the Board of Trustees of the Foundation is currently set at an approximate range of four (4.0%) - five (5.0%) percent of the current endowment principal. The actual amount of awards made from the endowment will be determined based on the endowment's earnings. An important objective of the Foundation's spending policy is to preserve the purchasing power of the Fund.

III. SERVICE FEES

The Foundation may assess a reasonable service fee annually to cover the Foundation's administrative costs, comparable to fees charged by other institutions that manage similar funds. The undersigned Donor(s) recognizes and acknowledges that the fee is partly a function of the size of the endowment under management. Service fees may be adjusted periodically by the Board of Trustees of the Foundation and are calculated through earnings and the principal is not assessed.

IV. CONTINGENCY PROVISION

In the event that the funds of this endowment cannot be used or expended according to how the account has been designated or if the stated purpose of the Fund can no longer be met, the party who originally established the Fund may designate another use of the Fund (which must be a similar qualified charitable purpose). If the party who originally established the Fund no longer exists or cannot be located after a reasonable search, then the Board of Trustees of the Foundation will consider the Donor's original intent and shall consult the President of the University and the Dean of the College of Nursing & Allied Health Professions regarding how the Fund shall be used. The Board of Trustees of the Foundation will have final authority to decide upon the use of the Fund in these circumstances.

V. GENERAL

Periodic reports to the Donor will be made on the financial status of the Fund by the Foundation. Reports are to be sent to the following address:

[REDACTED]
[REDACTED]
[REDACTED]

VI. BIOGRAPHICAL INFORMATION

A native of New Orleans and resident of Lafayette, Rosemary attended Holy Angels High School, where she graduated with Honors. She then attended Charity School of Nursing to earn a registered nursing certification. She worked as Head Nurse in the surgical unit at Charity Hospital for many years before starting her family. In 1998, Mrs. Laborde received an Honorary Degree from The University of Southwestern Louisiana School of Nursing.

Mrs. Laborde was a member of the Lafayette Parish and the Louisiana State Medical Auxiliary, serving as President for both, a parishioner of St. Mary Mother of the Catholic Church in Lafayette, a member of the Knights of the Holy Sepulchre, Angel for the Carmelite Guild, and a charter member of the Krewe of Attakapas. She ruled as Queen Karakondye XXII in 1990. She was also a Den Mother for her sons' Cub Scout Packs. She devoted her life and energy into raising her family and took great pride in their accomplishments.

VII. PUBLICITY & RECOGNITION (Please check one)

Permission to Publicize Both Name and Designation of Gift: The Donor(s) grants the University and the Foundation the right to publicize the Fund name and designation of this gift both internally and externally. The Donor(s) and Fund name will read as follows on University publicity and recognition:


[REDACTED]
Rosemary Saucier Laborde Endowed Chair in the College of Nursing

Donor(s) Wishing to Remain Anonymous: The Donor(s) wishes to remain anonymous and expects that the gift will be treated confidentially. There will be no press releases or other disclosures of the Donor's name in connection with this gift. The Donor(s) wishes not to be recognized for this gift.

The parties may enter into a more detailed written agreement outlining the purpose(s) for the use of the fund and additional terms and provisions, as agreed by the donor and the University of Louisiana at Lafayette Foundation. It is understood that a nominal fee may be assessed related to the management of the endowment. This Gift Agreement is intended to be a legally binding and enforceable obligation, and in the event of any conflict between this Agreement and a later written agreement the latter will control.

THIS ENDOWED CHAIR GIFT AGREEMENT IS APPROVED AND ACCEPTED THIS 24th
DAY OF August, 2017.

APPROVED BY:


Date: 08/24/2017

DONOR

Gail Poirrier
Date: 08/24/2017

DR. GAIL POIRRIER

DEAN, UL LAFAYETTE COLLEGE OF NURSING & ALLIED HEALTH PROFESSIONS

Robert McKinney
Date: 9.14.2017

DR. ROBERT MCKINNEY

ASSISTANT VICE PRESIDENT FOR FACULTY AFFAIRS
ACADEMIC AFFAIRS

Julie Falgout
Date: 08/24/2017

DR. JULIE BOLTON FALGOUT

PRESIDENT/CEO, UL LAFAYETTE FOUNDATION

Foundation Internal Use:
Account # 12028
Original Guidelines: 08/2017
Amendments: Month/Year
ULLF.GIFT AGREEMENT. 03/01/2016

Gift Agreement and Pledge Terms

BETWEEN

THE UNIVERSITY OF LOUISIANA AT LAFAYETTE FOUNDATION, INC.

AND

[REDACTED]

This Gift Agreement and Pledge ("Gift") is executed and effective as of **March 16, 2017**

I, Michael P. Maraist, ("Donors") hereby pledge and agree to pay to the University of Louisiana at Lafayette Foundation ("Charity") the aggregate sum of two million five hundred thousand dollars (\$2,500,000.00).

I. GIFT AGREEMENT/PLEDGE TERMS

Donor agrees to make payments to establish the fund to be paid in annual installments, as follows:

Date: March 31, 2017	Amount: \$1,000,000.00
Date: March 31, 2018	Amount: \$500,000.00
Date: March 31, 2019	Amount: \$500,000.00
Date: March 31, 2020	Amount: \$500,000.00

Donor agrees that the final Pledge payment is due and payable no later than the following due date:

March 31, 2020

The Donor may accelerate the payment schedule at any time or pay off the pledge completely prior to the final payment date.

DONOR'S Initials



ULLF Initials



At the Donor's discretion, the Pledge may be paid in cash, check, or in marketable securities or partly in each; provided, however, that if any portion of the Pledge is paid in marketable securities, the value shall be the average between the high and low price in the United States of each security on the legal date of each contribution thereof to the Charity.

Charity agrees to use the Gift as described herein and only for charitable purposes as defined from time to time by Section 501(c)(3) of the Internal Revenue Code and equivalent provisions of the laws of the State of Louisiana.

II. FUND PURPOSE

The funds are a non-endowed gift to be used for the purpose of support as follows:

The total pledge payments (\$2,500,000.00) are a non-endowed gift designated to the B. I. Moody III College of Business Administration to begin construction and for primary naming in perpetuity of the Financial Services and Research Lab

Donor would like a reminder sent **annually** to his/her preferred address in the month(s) of **February** each year.

III. CONDITION

Installment payments of the Pledge Amount are final and irrevocable upon receipt.

IV. INVESTMENT OF FUNDS

The Pledged Amount will be administered in accordance with the Foundation's investment guidelines and spending policies. The Foundation may combine the funds with other funds for investment purposes only, in order to maximize expected return, to improve diversification of investments and to provide efficiency in management of investments. The undersigned Donor agrees to permit these funds to be merged with other assets of the Foundation for investment purposes provided that the assets are separately identified and accounted for periodically.

An annual accounting of the Pledged Amount will be available to the Donor.

V. SERVICE FEES

The Foundation may assess a reasonable service fee annually to cover the Foundation's administrative costs, comparable to fees charged by other institutions that manage similar funds. The undersigned Donor recognizes and acknowledges that the fee is partly a function of the size of the endowment under management. Service fees may be adjusted periodically by the Board of Trustees of the Foundation.

DONOR'S Initials



ULLF Initials



VI. CONTINGENCY PROVISION

In the event that the Funds cannot be used or expended according to how the account has been designated or if the stated purpose of the Fund can no longer be met, the party who originally established the Fund may designate another use of the Fund (which must be a similar qualified charitable purpose). If the party who originally established the Fund no longer exists or cannot be located after a reasonable search, then the Board of Trustees of the Foundation will consider the Donor's original intent and shall consult the President of the University and Dean of the appropriate college regarding how the Fund shall be used. The Board of Trustees of the Foundation will have final authority to decide upon the use of the Fund in these circumstances. In the event the Fund reaches a balance of \$100.00 or less and a sustained period of inactivity (dormant status over one (1) year), the Foundation has the right to close the account and transfer the balance to a similar fund.


VII. DONOR RECOGNITION AND PUBLICITY (Please check one)

Permission to Publicize Both Name and Designation of Gift: The Donor(s) grants the University and the Foundation the right to publicize the designation of this gift both internally and externally. The Donor name will read as follows on publicity and recognition:



Donor(s) Wishing to Remain Anonymous: The Donor(s) wishes to remain anonymous and expects the gift will be treated confidentially. There will be no press releases or other disclosures of the Donor's name in connection with this gift. The Donor(s) wishes not to be recognized for this gift.

The parties may enter into a more detailed written agreement outlining the purpose(s) for the use of the fund and additional terms and provisions, as agreed by the donor and the University of Louisiana Lafayette Foundation. It is understood that a nominal fee will be assessed related to the management of the fund. This Gift Agreement and Pledge is intended to be a legally binding and enforceable obligation, and in the event of any conflict between this Agreement and a later written agreement the latter will control.


DONOR'S Initials 

ULLF Initials 

APPROVED BY:

 Date: 3-15-17

DONOR


DR. GWEN FONTENOT
DEAN, UL LAFAYETTE B. I. MOODY III COLLEGE OF BUSINESS ADMINISTRATION

Date: 3-23-17


DR. JULIE BOLTON FALGOUT
PRESIDENT/CEO, UL LAFAYETTE FOUNDATION

Date: 3/24/17

Foundation Internal Use:
Account # 13106
Original Gift Agreement: 03/2017
Amendments: Month/Year
ULLF.Pledge.Agr.Template.November 2015

**NON-ENDOWED SCHOLARSHIP AGREEMENT
DOROTHY E. COATS SCHOLARSHIP**

This will acknowledge that a contribution (a "Donation") has been made by [REDACTED] the "Donor(s)") to the University of Louisiana at Lafayette Foundation (the "Foundation") to establish a non-endowed Fund (the "Fund"). This instrument sets forth the rules, regulations and governing provisions that will apply to the Fund which are consistent with the policies of the UL Lafayette Foundation and the University of Louisiana at Lafayette (the "University"). The Donor(s) and the Foundation hereby establish a fund pursuant to the following terms and conditions:

I. NAME AND PURPOSE

The undersigned Donor(s) hereby establishes a non-endowed scholarship fund pursuant to the terms and conditions set forth in this instrument in the amount of \$150,000.00.

The Fund shall be entitled: Dorothy E. Coats Scholarship

For the College of: Any (University-wide)

Department: Any

University Contact: Director, UL Lafayette Office of Scholarships

Number of awards to be given each year: Donor requests that the original gift be awarded over a ten year period equal up to \$15,000.00 per academic year

Source of funds: Donor's bequest

II. GIFT POLICIES AND GUIDELINES

- A. The Donation is irrevocable. Tax benefits available to a donor for gifts to the Foundation, a 501(c) (3) organization, are determined by the appropriate sections of the Internal Revenue Code.
- B. Non-endowed funds are fully expendable and immediately available for distribution. The Foundation may invest non-endowed funds between the time the Donation is initially made and ultimately expended utilizing short-term investment vehicles in accordance with Foundation's investment guidelines and spendable policies. Earnings from non-endowed investments may be transferred to the Fund for expenditure depending on portfolio performance.
- C. The Foundation may combine the Donation with other funds for investment purposes to maximize expected return, to improve diversification and to provide efficiency in management. The donor agrees to permit these funds to be merged with other assets of the UL Lafayette Foundation for investment purposes provided the assets are separately identified and accounted for periodically.

III. SERVICE FEES

The Foundation may assess a reasonable service fee annually to cover the Foundation's administrative costs, comparable to fees charged by other institutions that manage similar funds. The undersigned Donor(s) recognizes and acknowledges that the fee is partly a function of the size of the investments under management. Service fees may be adjusted periodically by the Board of Trustees of the Foundation.

IV. CONTINGENCY PROVISION

In the event that the Funds cannot be used or expended according to how the account has been designated or if the stated purpose of the Fund can no longer be met, the party who originally established the Fund may designate another use of the Fund (which must be a similar qualified charitable purpose). If the party who originally established the Fund no longer exists or cannot be located after a reasonable search, then the Board of Trustees of the Foundation will consider the Donor's original intent and shall consult the President of the University and the Vice President of Enrollment Management regarding how the Fund shall be used. The Board of Trustees of the Foundation will have final authority to decide upon the use of the Fund in these circumstances. In the event the Fund reaches a balance of \$100.00 or less and a sustained period of inactivity (dormant status over one (1) year), the Foundation has the right to close the account and transfer the balance to a similar fund.

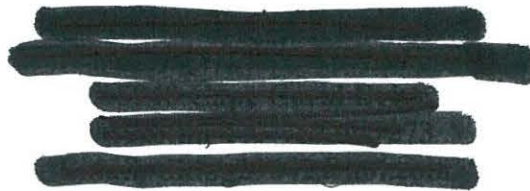
V. STUDENT ELIGIBILITY

- A. The purpose of the Fund is to provide academic scholarships to students in accordance with the following preferences:
1. Student must be admitted to the University as an incoming Freshman
 2. Student must have a cumulative high school GPA of 3.0+ on a non-weighted 4.0 scale
 3. Student must have at least an ACT composite score of 24
 4. Student must be Pell eligible, TOPS eligible and living in Residence Halls
- B. The Scholarship Selection Committee will be established by the Vice President of Enrollment Management composed of not less than three (3) and no more than five (5) members assigned to the Committee by the Foundation and/or the University including a representative of the Office of Enrollment Management and the Director of the UL Lafayette Office of Scholarships. The Committee shall have an uneven number of members for voting purposes.
- C. Recipients of scholarship(s) so provided shall be selected by the School, under rules and regulations established by the School and the University, provided such rules and regulations are consistent with the terms and conditions of this Agreement, the Foundation's governing instruments and policies, and applicable law.
- D. Should the eligibility requirements result in the scholarship becoming unduly difficult to award, as determined by the Foundation and the University, the undersigned Donor(s) agrees that the Scholarship Selection Committee may make the award to the student(s) who most nearly matches the criteria in the original guidelines stated in this instrument.

- E. Maintenance Requirement: In order for a student to continue receiving the scholarship, the student must have successfully completed the previous semester as a full-time student and have a 3.0 cumulative G.P.A. Should a student lose the scholarship for any reason during the first semester of the award, the Selection Committee may meet to select an alternate recipient for the second portion of the scholarship.

VI. GENERAL

- A. As soon as these scholarship guidelines have been formally approved by the Foundation and the University, as set forth below, the University will publicize the availability of the scholarship. Subsequent year's recipients will be appropriately publicized.
- B. Periodic reports to the Donor(s) will be made on the financial status of the Fund by the Foundation. Reports are to be sent to the following addresses:



VII. BIOGRAPHICAL INFORMATION

Dorothy Elaine Coats was born November 15, 1916 in Gillet, Arkansas. Dorothy's mother died when she was only a few weeks old and, her father being unable to care for an infant, was sent to be raised by her maternal grandmother and other female relatives. When Dorothy was 12 years old her father died and, at that time, Dorothy went to live with a cousin and her family in DeQuincy, Louisiana. After graduation from high school Dorothy attended Southwestern Louisiana Institute of Liberal and Technical Learning, now the University of Louisiana at Lafayette. Dorothy graduated with a Bachelor of Arts degree (with distinction) in June 1936. After graduation she began her teaching career in several schools in Louisiana and Texas. Taking coursework during her school breaks, she completed a Master of Arts degree in Speech from Louisiana State University in August 1945. In 1947, Dorothy arrived in California with her suitcase and \$35 in her pocket, her goal to obtain a better paying teaching position than those she had back home. She was successful in her job search and worked in the Los Angeles County public schools until her retirement from teaching in June 1982. The last many years of her teaching career were spent teaching English and Speech at Dana Junior High School in San Pedro, California.

From her experience of being an orphan from an early age, Dorothy always had the dream to own her own home. She lived very frugally on her teacher's salary, mostly renting rooms in private homes, until she could fulfill her dream, which she realized in 1963. Dorothy lived in her little house in San Pedro, California, with a view of the Pacific Ocean from her backyard, until her death in July 2017. Dorothy highly valued education and being of service to others. She clearly lived those values during her nearly 50 years of public school teaching. Dorothy, seeking to extend her knowledge and understanding of others and the world, traveled extensively during her life. Some of her travel destinations included England, Italy, China, Japan, the Middle East, South America, Australia, New Zealand and many places in the U.S. She even sailed on the SS Andrea Doria in 1955, the year before the ocean liner sank.

Dorothy, who never married, was an independent, adventurous, and self-reliant individual. Having been born before women were granted the right to vote in the U.S., she was an early and vocal supporter of women's rights throughout her life. She kept herself well informed about politics and sports, both very important areas of interest for her. Dorothy was also a person of strong faith and was an active member of the Church of Christ, Scientist from her twenties until the end of her life. Dorothy touched the lives of many, many people throughout her long life; she passed away just a few months shy of her 101st birthday. Her large collection of cards and letters from all over the world was a testament to her ability to make meaningful contact with others. After her retirement she could count on seeing and being greeted by former students each time she ventured out of her house on her errands. As someone for whom education was so critical to the accomplishments of her long and well-lived life, the use of her bequest to the University of Louisiana at Lafayette for the establishment of the Dorothy E. Coats Scholarship is a fitting way to honor her and to benefit future students of her beloved alma mater.

VIII. PUBLICITY & RECOGNITION (Please check one)


Permission to Publicize Both Name and Designation of Gift: The Donor(s) grants the University and the Foundation the right to publicize the Fund name and designation of this gift both internally and externally. The Donor(s) and Fund name will read as follows on University publicity and recognition:


Dorothy E. Coats Scholarship

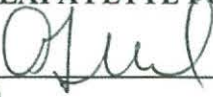
Donor(s) Wishing to Remain Anonymous: The Donor(s) wishes to remain anonymous and expects that the gift will be treated confidentially. There will be no press releases or other disclosures of the Donor's name in connection with this gift. The Donor(s) wishes not to be recognized for this gift.

THIS SCHOLARSHIP AGREEMENT IS APPROVED AND ACCEPTED THIS 27th DAY OF March, 2018.

APPROVED BY:


Date: 3-27-2018


Date: 4/9/18
DR. JULIE BOLTON FALGOUT
PRESIDENT/CEO, UL LAFAYETTE FOUNDATION


Date: 4/12/18
ADELE M. BULLIARD
DIRECTOR, UL LAFAYETTE OFFICE OF SCHOLARSHIPS

Foundation Internal Use:
Account #03321
Original Guidelines: 03/2018
Amendments: Month/Year
ULLF.NonEndow.Scholar.Agr.Template 8/18/2015