



Hendrick Scholarship Foundation
Scholarship Agreement:
The _____ Scholarship

Donation Agreement

Legal Name of Donor: _____

Address of Donor: _____

Legal Name of Receiver: Hendrick Scholarship Foundation
Federal Tax EIN 75-2376396

Address of Receiver: 2030 G Avenue, Suite 1108
Plano, Texas 75082

This Donation Agreement, made between Donor, as listed above, and Receiver, also listed above, is effective as of _____ ("Effective Date"). The parties may be referred to individually as "Party" and collectively as "Parties."

RECITALS:

WHEREAS, Receiver is the following type of charitable entity, organized under the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;

WHEREAS, Donor would like to make a charitable donation to Receiver, as under the laws of the United States and the applicable portions of the Internal Revenue Code of 1986, as amended;

NOW, therefore, in consideration of the promises and covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

Article 1 - DONATION INFORMATION:

The Donor is pledging a donation in the form of monetary funds. This donation (the

"Donation") is being given in support of the following:

A scholarship in the amount of \$_____, to recur annually on the anniversary of the Effective Date. HSF provides the management of the scholarship and submits tuition payments directly to a college or university for the benefit of an eligible Hendrick Scholar.

Hendrick Scholarship Foundation program includes one-to-one Success Coaching for each student, life skills workshops, and end-of-semester reviews with the student's respective field of study Student Coordinator, Success Coach, and member(s) of the Student Success Committee.

The end-of-semester reviews include academic counseling, assessment of academic progress in accordance with the student's degree plan, and an analysis of seven co-risk factors which may identify barriers that, if not monitored, could otherwise negatively impact student success.

HSF provides these wraparound services to support the student throughout his/her college experience and may include referrals to other assistance, as may be required based on the student's individual needs.

Article 2 - LOGISTICAL INFORMATION:

The Donation will be made on and in conjunction with the Effective Date of this Donation Agreement, and annually, upon the anniversary of the Effective Date.

Donor hereby warrants that the Donation is free of any and all encumbrances and that Donor has full legal rights to donate the Donation.

Article 3 - PURPOSES OF DONATION:

The Donation is being made for the following specific purpose and no other use of the Donation shall be permitted:

The Donation may be used for any charitable, educational, or scientific purpose as permitted to an organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Article 4 - NO REVOCATION:

Donor may not revoke the Donation. All covenants and promises made within this Donation Agreement are final.

Article 5 - NO SERVICES:

Donor and Receiver agree that no services, sale, promotion, or anything of a similar nature is indicated or entered by this Donation. Donor and Receiver agree that the Donation has been given without any further agreement of services or retribution to the Donor and is given freely and willfully by the Donor and received by the Receiver. The Receiver, a 501 (c)(3) not for profit organization, certifies that it has not provided any goods or services, in whole or in part, to the Donor in consideration for this voluntary cash contribution.

ARTICLE 6 - GENERAL PROVISIONS:

- A) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of Texas and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of Texas. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- B) **LANGUAGE:** All communications made, or notices given pursuant to this Agreement shall be in the English language.
- C) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
- D) **AMENDMENTS:** This Agreement may only be amended in writing signed by both Parties.
- E) **PUBLIC ANNOUNCEMENT:** Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.
- F) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.
- G) **HEADINGS:** Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.
- H) **COUNTERPARTS:** This Agreement may be executed in counterparts, all of which shall constitute a single agreement.

EXECUTION:

Donor 's Name _____

Donor 's Representative Name(s) _____

Donor 's Representative Signature _____

Receiver's Name Hendrick Scholarship Foundation

Receiver's Representative Name Marta Lilly, Operations Manager

Receiver's Representative Signature _____