



THE CATHOLIC UNIVERSITY OF AMERICA

Washington, D.C. 20064
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MEMORANDUM OF AGREEMENT

At the Catholic University of America
Washington, D.C.

The Catholic University of America ("CUA") and Capital City Alumni of Alpha Delta Gamma National Fraternity ("Donor") hereby agree to establish the Alpha Delta Gamma Scholarship Fund ("The Fund") to provide financial assistance to undergraduate students at CUA. The Fund is established upon, and the parties to this Agreement agree to, the following terms:

1. The initial gift of \$50,000 and all future contributions shall be endowed in perpetuity as the Alpha Delta Gamma Scholarship Fund at The Catholic University of America. Financial aid shall be awarded annually ("Awards") from that portion of the total return on investments (interest, dividends, other earnings and appreciation) available for expenditure pursuant to the University's endowment policy ("Available Funds").
2. The terms of this Agreement notwithstanding, until such time as the principal is sufficient to produce Available Funds of at least \$2,500, CUA may expend funds from the principal in order to fund a minimum award of \$1,000. Once the Available Funds reach an annual level of \$50,000 or more, no portion of the principal shall be used for any award or for any other purpose. The first award will be granted for the Fall 2000 semester.
3. The Donor shall attempt individually, and CUA shall attempt through outside donations or through reinvestment of unexpended Available Funds, to increase the endowed principal. CUA may at its discretion and consistent with the other terms of this Agreement, reinvest Available Funds as principal of the Fund and may at its discretion treat appreciation of principal as Available Funds under this Agreement or may direct that such appreciation be reinvested as principal. Persons desiring to contribute to the Fund may do so provided they subscribe to the terms of this Agreement.

4. Available funds will be used to provide Awards for deserving students who are members of the Kappa Chapter of Alpha Delta Gamma at CUA. More than one award may be made at a time.
5. Selection of the recipients of Awards will be made by the Director of Financial Aid. Candidates for Awards shall be those qualifying students who are in need of financial assistance. Interested Kappa Chapter members shall be identified by applying for the award through the Financial Aid Office. Membership shall be confirmed by contacting the Kappa Chapter president or moderator. Preference of Awards shall be given to members who most successfully express the spectrum of values in The Fraternity's Five S's, listed as follows:
 - A. Spiritual
 - B. Scholastic
 - C. Service
 - D. School Spirit
 - E. Social

The Director of Financial Aid may use discretion in choosing the means of assessing qualifying candidates. Suggested tools are candidates essays, interviews and verbal or written references. The Director of Financial Aid may recruit the support of the moderator of the Kappa Chapter or a representative of Capital City Alumni in reviewing applications.

6. Recipients of Awards from the Fund must be undergraduate students and may be enrolled in any program or school at CUA. Awards may be renewed annually to a recipient provided the recipient remains in good moral and academic standing, and applies and meets the criteria for financial assistance.
7. An Award may be spent on tuition, room and board, and/or fees charged by CUA. An Award may be spent on outside room and board only if CUA does not make room and board available to a recipient. No portion of the Award may be spent at another institution unless it is part of a consortium agreement with CUA.
8. Any Award in excess of three times the current year value of undergraduate tuition may be awarded to any CUA undergraduate deemed deserving by the Director of Financial Aid.
9. The Donor or the Donor's designee will be furnished annually with a report of the Fund's value and information regarding any distribution of Awards, including identity of recipients. An annual meeting with representatives of CUA may be called for by the Capital City Chapter for reporting and consultation purposes, if necessary.
10. The Fund will be administered in accordance with CUA's Endowment Policy. In the event of any conflict between this agreement and the Endowment Policy, the Endowment Policy shall prevail.

- 11. If at some time in the future the Donor's contributions and other contributions to the Fund cannot appropriately be used for the purposes described herein, the Board of Trustees of the University may use the funds for purposes that are, in their sole judgment, as closely related as possible to the intention of the Donor as expressed in this Agreement.
- 12. If at some time in the future The Catholic University of America shall cease to exist, the CUA Board of Trustees is hereby given the authority to direct that the funds go to a successor institution of CUA or, if there is none, to another Catholic institution of higher education of the Board's choice.
- 13. This Agreement constitutes the full and complete understanding of the parties and supersedes all earlier Agreements, and oral and written communication regarding the Fund.

For the Donor:

Colmille Coffey
 Capital City Alumni
 Representative
Colmille Coffey
 Print Name
Acting Director
 Title

For the University:

 Very Rev. David M. O'Connell, CM, JCD
 President

Date: 6/14/99

Date: _____