



**ENDOWMENT AGREEMENT BETWEEN
YOUNGSTOWN STATE UNIVERSITY
and
REBECCA DALE**

This agreement is made this 1st day of February, 1996, by and between Youngstown State University (University) and Rebecca Dale (Donor).

The Donor wishes to establish The Dr. James Dale Ethics Center Endowment Fund (Fund) with Youngstown State University for the benefit and purposes outlined below, and Youngstown State University wishes to administer the Fund in accordance with the Donor's wishes within the guidelines established by the University for such funds.

Therefore, in consideration of the promises and obligations contained herein, the Donor and Youngstown State University agree as follows:

1. Upon execution of this agreement, the Donor pledges to contribute \$200,000 in cash and securities to the University to establish the Fund to enhance the activities and programs of the Ethics Center at the University. The Fund is for the exclusive use of the Ethics Center.
2. It is the Donor's intent that the earnings from the Fund be used to enhance the Ethics Center in ways that may include but not be limited to the following:

To promote the teaching of ethics across the curriculum;

To organize workshops and conferences on topics in ethics for working professionals in law, medicine, social work, business, criminal justice, engineering and other fields;

To furnish expert ethics consultation to selected public and private agencies and organizations at the discretion of the Director of the Ethics Center;

To foster research on contemporary ethical concerns and issues;

To provide an opportunity for ethics internships and other practical learning experiences for University students; and

To facilitate discussion of contemporary ethical problems by University faculty and staff.

3. The University will establish an endowment fund known as The Dr. James Dale Ethics Center Endowment Fund, and shall restrict the earnings from the Fund for use in the above described manner. All earnings of the Fund not expended during the fiscal year shall be returned to the corpus of the Fund at the end of the fiscal year. Only the earnings from the Fund shall be used to accomplish the Fund's purposes. The corpus of the Fund shall not be used. The Fund is a supplement to existing University support and is not to replace that support.
4. The University shall establish and administer the fund in accordance with University Board of Trustees investment policy and all applicable laws in order to obtain a reasonable return on the investment of the monies.

The Donor agrees that the Youngstown State University Foundation may serve as the investment manager of the Fund. It is the Donor's intent, however, that the Fund belongs to the University and may be invested at the discretion of the University.

5. In consideration of the Donor's generosity, the University is honored to designate the Ethics Center as The Dr. James Dale Ethics Center. This designation shall be used in all correspondence and University publications regarding the Ethics Center.
6. The Donor understands that once made, the contribution is irrevocable provided the University utilizes the funds according to the Donor's intent.
7. This agreement shall be governed and construed by the laws of the state of Ohio.
8. At the Donor's request, the University will provide an accounting of the Fund.
9. If, for any reason, the Ethics Center should cease to operate, the earnings of the Fund are to be used as follows:

1. One-half to the College of Arts and Sciences to be used at the discretion of the Dean, but with a priority given to faculty development and/or scholarships for deserving students majoring in American Studies, English, Philosophy, or Religious Studies.

2. One-half to the unrestricted gifts account of the Department of Philosophy and Religious Studies.

10. This document represents the entire agreement between Youngstown State University and Donor except as herein noted and attached hereto.

FOR THE DONOR

Rebecca Dale

FOR YOUNGSTOWN STATE UNIVERSITY

[Signature]