

**A Memorandum of Agreement between ____
and the Regents of the University of Michigan
for the benefit of the College of Literature, Science, and the Arts**

____ (“Donors”) intend to make a gift of at least \$X (the “Gift”) through a bequest or other allocation of assets upon the death of the survivor of them to the Regents of the University of Michigan (“University”) a Michigan constitutional corporation, for the benefit of its College of Literature, Science, and the Arts. The Donors further intend that the proceeds be used by the University in accordance with this Memorandum of Agreement.

PURPOSE

The Donors desire that the proceeds be added to the fund established to support the Camp Davis Renovation (“Fund”). In the event that the Fund should no longer exist, the Donors desire that the proceeds be used to support the ongoing maintenance of Camp Davis, the University’s Rocky Mountain Field Station in Jackson, Wyoming. The Gift shall be expendable and the University will determine the timing and amount of expenditures.

The Dean of the College of Literature, Science, and the Arts is responsible for ensuring that the Gift is used for its intended purpose.

RECOGNITION

Payments will be included on the Regents gift report, a public document, in accordance with University procedures. In addition, the University will appropriately recognize the Donors, during life and posthumously, which may include print or electronic media and other suitable means. The Donors will be recognized as members of the John Monteith Legacy Society

When included in donor listings or otherwise recognized, the Donors’ names will appear as follows: _____.

GOVERNANCE

This Memorandum of Agreement will be administered in accordance with then existing Bylaws of the University. Bylaw 3.05 indicates that the wishes of donors shall be loyally observed, so long as in the opinion of the Regents such wishes do not conflict with the proper administration of the University under changes that may develop in the course of time. If such changes occur, the University will use the proceeds in a manner that most closely satisfies the Donors’ intentions as described above.

Any disputes relating to the application, construction, interpretation, or enforcement of this Memorandum of Agreement will be governed by the laws of the State of Michigan and will be heard, decided and resolved in Michigan.

Signatures on following page

IN WITNESS WHEREOF, the Donors and the University by its duly authorized officer have caused this Memorandum of Agreement to be executed on or as of _____ day of _____, 2016.

_____, Donor

_____, Donor

College of Literature, Science, and the Arts

By: _____
Andrew D. Martin, Dean
Professor of Political Science and Statistics

The Regents of the University of Michigan

By: _____
Jerry A. May
Vice President for Development