

THIS AGREEMENT MADE IN DUPLICATE THIS ____ DAY OF _____, 200_

BETWEEN:

XXX of XXX, Alberta
(hereinafter referred to as the "Donor")

Of the First Part

THE BOARD OF TRUSTEES OF
GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION NO. 77
(hereinafter referred to as the "Division")

Of the Second Part

WHEREAS the said Donor is desirous of providing for an annual award to be known as the XXX SCHOLARSHIP (hereinafter referred to as the "SCHOLARSHIP")

AND WHEREAS the Division and the Donor is desirous of setting out certain agreed terms respecting the administration of the SCHOLARSHIP

NOW THEREFORE the parties hereto hereby agree as follows:

1. The Donor hereby donates and gives to the Division a sum of XXX dollars (\$XXX).
2. The Division agrees to hold the donation in accordance with the terms and conditions of this Agreement.
3. Given the initial donation, the Scholarship may require additional annual donor contributions in order to continue.
 - 3.1 Additional contributions are at the sole discretion of the Donor.
 - 3.2 The Board agrees to accept, from time to time, further donations for The Scholarship Fund, such donations to be considered as charitable donations to The Board and will be added to The Principal Sum.
 - 3.3 It is clearly understood that the initial and any future scholarship contributions are donations and will not under any circumstances be returned by the Division to any donor.
4. The scholarship shall cease to exist once contributions have been exhausted.
5. The said scholarship shall be awarded to the individual who best satisfies the criteria as outlined in the Qualification Criteria defined within Schedule "A" attached hereto.

6. If circumstances change so that the award cannot be offered in accordance with the original terms and conditions,
 - 6.1 The Division shall make every reasonable effort to contact the donor to develop new terms and conditions that are mutually acceptable.
 - 6.2 If the donor can not be contacted, the Division, through resolution by the Board of Trustees, may alter the terms and conditions, in keeping with the general purposes indicated in Section B; and
 - 6.3 The Division will assume responsibility and have sole authority for any remaining assets in the Scholarship.

7. If at any time **XXX** can no longer fulfill his role as Donor, it is understood that the Donor or his official agent will, by letter to the Division, appoint an individual to assume the responsibilities of the Donor under this agreement. An official agent must:
 - 7.1 Provide a power of attorney for the Donor; or
 - 7.2 Be the Executor of the Donor's estate.

8. As requested from time to time and with reasonable notice, the Division agrees to provide the Donor with an historical accounting of the Scholarship including interest earned, payments made, principal remaining, and names of the recipients.

9. The Donor(s) agree in the use of their name in all Division publications as it relates to this award.

10. The personal information that you provide on this form is being collected under the authority of the School Act and the Freedom of Information and Protection of Privacy Act of Alberta. It will be used for the purposes of issuing a tax receipt, donor recognition, forwarding future correspondence to you and for fund raising. The information will be protected in compliance with the provisions of the Freedom of Information and Protection of Privacy Act of Alberta.

Initial to Confirm Yes

11. This Agreement shall be governed by and constructed in accordance with the laws of the Province of Alberta.

12. All communication to be given hereunder shall be given in writing and shall be effectively given if
 - 12.1 Delivered personally or by facsimile; or
 - 12.2 Sent by prepaid courier or mail
 - 12.3 To the address of the intended recipient set forth below or at such other address or addresses as may from time to time be notified by any of the parties hereto in the manner herein provided:

(The Donor):
XXX
1225 – 336 Avenue
Anytown Alberta
M1M 1M1

(The Division:)
Grande Yellowhead Public School Division No. 77
Attention: Assistant Superintendent - Business Services
3656 1st Avenue
Edson, Alberta T7E 1S8
Facsimile 780-723-2414

Any notice so given shall be deemed to have been given and received on the date that it is so personally delivered or sent by facsimile; or on the third day following the date on which it is sent by private courier or mail.

13. This Agreement is binding upon the Division, its heirs, executors, assigns and successors.

IN WITNESS WHEREOF the parties have executed this agreement effective as of the date first above written notwithstanding its execution on this _____ day of _____, 20____.

THE BOARD OF TRUSTEES OF
GRANDE YELLOWHEAD PUBLIC SCHOOL DIVISION NO. 77
XXX, XXX AB. XXX

Per: _____
Assistant Superintendent – Business Services

XXX
XXX Alberta,.

Per: _____

Witness: _____

Information for Schedule A

Name of the Award

The name of the award, establishment date, and history of its establishment.

Purpose of the Award

The purpose of this scholarship is to ...

Nature of the Award

The scholarship will consist of a certificate and a cash award of ...

Award Eligibility Criteria

The individual who is selected shall satisfy the following criteria. The recipient must:
Three or four requirements that recipient must demonstrate to be eligible for the award, e.g. participation, achievement, marks, etc.

Award Application Process

An explanation of the steps a nominator and/or an applicant should follow in order to be considered for the award.

Award Selection Procedure

An explanation of how recipients are selected and the individuals who may be on the selection committee.

Award Presentation Procedures

The announcement of the winner of the scholarship will be made at an appropriate occasion ... specify. Add any other requirements such as confirmation from post-secondary institution.

SCHEDULE A

XXX MEMORIAL SCHOLARSHIP

IN RECOGNITION OF THE IMPORTANCE OF EDUCATION AND THE CONTRIBUTIONS MADE BY THE EARLY CITIZENS OF XXX, Mr. XXX XXX' S FAMILY WISHES TO ESTABLISH AN ANNUAL SCHOLARSHIP TO ENCOURAGE AND RECOGNIZE ACADEMIC EXCELLENCE AT XXX SCHOOL.

Purpose and Nature of the Scholarship

The purpose of the scholarship is to encourage academic excellence and recognize outstanding student performance in the area of mathematics. The annual scholarship will consist of two awards:

- \$50.00 to the student with the highest mark in Applied Math 30
- \$50.00 to the student with the highest mark in Pure Math 30
- award recipients shall also receive a suitable certificate

Qualification Criteria

The recipient shall be selected by the XXX principal according to the blended mark (school final mark and Alberta Learning Examination mark where applicable).

If more than one candidate achieves substantially identical performance in the criteria included in above, the award may be evenly divided among the candidates at the principal's discretion.

Presentation Procedures

A representative of the XXX family will be invited to present a cheque and certificate at the annual school awards ceremony. If a family member is unable to attend, the principal shall inform the Donor of the scholarship recipient.

School Plaque

The Donor agrees to provide a suitable engraved plaque for display at XXX School, which will indicate the name of the award and the names of successive award recipients. The school will maintain the plaque and apply the annual plate with the recipient's name.