



UNIVERSITY OF ARKANSAS

GIFT AGREEMENT

for the establishment of the

Oklahoma/Arkansas Chapter, American Concrete Pavement Association Fund

It is the expressed desire of the Oklahoma/Arkansas Chapter, American Concrete Pavement Association (OK/AR ACPA) (Donor) to provide for the establishment of a non-endowed fund for the benefit of the Civil Engineering Department in the College of Engineering at the University of Arkansas, Fayetteville (University).

1. Name

The name of the non-endowed fund will be the "Oklahoma/Arkansas Chapter, American Concrete Pavement Association Fund."

2. Funding

For purposes of establishing this fund, Donor has contributed the sum of \$100,000.00 to the University of Arkansas Foundation, Inc. (Foundation) and pledges an additional \$400,000 as outlined in the schedule below:

2019 - \$100,000
2020 - \$100,000
2021 - \$100,000
2022 - \$100,000

The Foundation will manage the fund under the guidelines established and reviewed annually by the Board of Directors of Foundation and the Board of Trustees of the University of Arkansas.

3. Purpose

The purpose of the Oklahoma/Arkansas Chapter, American Concrete Pavement Association Fund will be to provide financial support for concrete pavement initiatives, research and related activities in the Civil Engineering Department of the College of Engineering at University.

4. Administration

The use of the funds shall be the responsibility of the Department Head of Civil Engineering and/or the Dean of the College of Engineering, or his or her designee.

5. Standard Terms and Conditions

This Gift Agreement will further be subject to the policies and procedures of University and the Board of Trustees of the University of Arkansas, which are incorporated herein by reference and by the Arkansas Uniform Prudent Management of Institutional Funds Act.

6. Acceptance

The foregoing terms and conditions will be effective only upon agreement and proper execution thereof by Donor, the Vice Chancellor for Advancement, the Dean of the College of Engineering, the Department Head of Civil Engineering and acceptance by Foundation and the Board of Trustees of the University of Arkansas. Signatories to this agreement understand that the investment of this fund will be managed by Foundation under the terms described herein, and that the disbursement of income is to be administered by the Dean of the College of Engineering.

Agreed to by Donor:



OK/AR ACPA 9/21/18
Date

Agreed to by the Department Head of Civil Engineering in the College of Engineering at the University of Arkansas:



Micah Hale 9/21/18
Date

Agreed to by the Dean of the College of Engineering at the University of Arkansas:



John B. English 9.29.18
Date

Agreed to by the Vice Chancellor for Advancement at the University of Arkansas:



Mark Power

9/25/18

Date



UNIVERSITY OF ARKANSAS

GIFT AGREEMENT

for the establishment of the

Dick and Nancy Trammel Endowed Razorback Cheerleading Scholarship

It is the expressed desire of Dick and Nancy Trammel (Donor) to provide for the establishment of an endowed scholarship for the benefit of the University of Arkansas Razorback Cheerleading Squad at the University of Arkansas, Fayetteville (University).

1. Name

The name of the endowed scholarship fund will be the "Dick and Nancy Trammel Endowed Razorback Cheerleading Scholarship."

2. Funding

For purposes of establishing this scholarship endowment, Donor has provided for a \$250,000 estate gift to the University of Arkansas Foundation, Inc. (Foundation). Foundation will manage the fund under the guidelines established and reviewed annually by the Board of Directors of the Foundation and the Board of Trustees of the University of Arkansas.

3. Purpose

The purpose of the Dick and Nancy Trammel Endowed Razorback Cheerleading Scholarship will be to benefit students who are members of the University of Arkansas Razorback Cheerleading Squad.

4. Administration

The selection of the recipients of the Dick and Nancy Trammel Endowed Razorback Cheerleading Scholarship will be the responsibility of the Scholarship Committee of the University in accordance with the following criteria: students who are members of the Razorback Cheerleading Squad.

5. Standard Terms and Conditions

This Gift Agreement will further be subject to the policies and procedures of University and the Board of Trustees of the University of Arkansas, which are incorporated herein by reference and by the Arkansas Uniform Prudent Management of Institutional Funds Act.

6. Acceptance

The foregoing terms and conditions will be effective only upon agreement and proper execution thereof by Donor and the Vice Chancellor for Advancement, and acceptance by Foundation and the Board of Trustees of the University of Arkansas. Signatories to this agreement understand that the investment of this fund will be managed by Foundation under the terms described herein, and that the disbursement of income is to be administered by the Scholarship Committee of the University of Arkansas.

Agreed to by Donor:



Dick Trammel Date 8/6/18



Nancy Trammel Date 8/6/18

Agreed to by the Vice Chancellor for Advancement at the University of Arkansas:



Mark Power Date 8/8/18



**SUNDERLAND
FOUNDATION**

5700 W 112th Street, Suite 320
Overland Park, KS 66211
(813) 335-6454

April 11, 2019

Dr. Micah Hale
Civil Engineering Department
University of Arkansas
4183 Bell Engineering Center
Fayetteville, AR 72701

Dear Dr. Hale:

We have reviewed your request for a grant to the University of Arkansas Civil Engineering department. The Board of this Foundation has approved a contribution of \$500,000.00 for construction of the Engineering Research & Education Center.

We are pleased to be able to support the University of Arkansas and wish you every success.

Sincerely,

[Redacted Signature]

KWS/srj



UNIVERSITY OF
ARKANSAS

GIFT AGREEMENT

for the establishment of the

Babcock and Condray Families Innovative Teaching Endowment in Chemical Engineering

It is the expressed desire of Ansel (BSChE 1964) and Virginia (BSE 1964) Condray, together referred to as (Donor), to provide for the establishment of an endowed fund to honor the unique bond that has formed between the families of Grace and Buddy Babcock and Virginia and Ansel Condray, for the benefit of the Ralph E. Martin Department of Chemical Engineering in the College of Engineering at the University of Arkansas, Fayetteville (University).

1. Name

The name of the endowed fund will be the "Babcock and Condray Families Innovative Teaching Endowment in Chemical Engineering."

2. Funding

To establish funding for the endowment, Donor has pledged to contribute the sum of \$1,000,000 to the University of Arkansas Foundation, Inc. (Foundation) through current and testamentary giving according to the following schedule:

Up to \$24,000 will be provided annually prior to estate funds being available as requested by the Head of the Department of Chemical Engineering when needed for the purpose described below.

The remainder of \$1,000,000 minus what has been given in cash from the donor (not including matching funds) has been provided for in donor's estate to establish the endowment.

Foundation will manage the fund under the guidelines established and reviewed annually by the Board of Directors of Foundation and the Board of Trustees of the University of Arkansas.

3. Purpose

The purpose of the Babcock and Condray Families Innovative Teaching Endowment in Chemical Engineering will be to promote integration of academic scholarship and industrial related "soft skills" such as leadership, integrity, professionalism and poise. It will provide

the opportunity for the department to provide unique learning opportunities for students that would not otherwise be possible. It will provide the opportunity for the department to hire experienced professionals, either practicing or retired, for the purpose of supporting its teaching and service mission. The individual(s) supported by these funds shall be recognized as a "Dr. Robert E. "Buddy" Babcock Professor of Practice."

This endowment will be used to assist the selected professor(s) of practice including, but not limited to, the following ways:

- Salary support
- Teaching and classroom resources
- Development of new teaching initiatives
- Professional development

4. Administration

The individual(s) supported by the Babcock and Condray Families Innovative Teaching Endowment in Chemical Engineering will be appointed by the Department Head of the Ralph E. Martin Department of Chemical Engineering, or his or her designee.

5. Standard Terms and Conditions

This Gift Agreement will further be subject to the policies and procedures of University and the Board of Trustees of the University of Arkansas, which are incorporated herein by reference and by the Arkansas Uniform Prudent Management of Institutional Funds Act.

6. Acceptance

The foregoing terms and conditions will be effective only upon agreement and proper execution thereof by Donor, the Chancellor, the Vice Chancellor for Advancement, the Dean of the College of Engineering and the Department Head of the Ralph E. Martin Department of Chemical Engineering, and acceptance by Foundation and the Board of Trustees of the University of Arkansas. Signatories to this agreement understand the investment of this fund will be managed by Foundation under the terms described herein, and that the disbursement of income is to be administered by the Department Head of the Ralph E. Martin Department of Chemical Engineering.

Agreed to by Donor:



Ansel Condray

2/18/19
Date

Agreed to by Donor:



Virginia Condray

2-18-19

Date

Agreed to by the Department Head of the Ralph E. Martin Department of Chemical Engineering in the College of Engineering at the University of Arkansas:




David Ford

2/26/19

Date

Agreed to by the Dean of the College of Engineering at the University of Arkansas:



John English

2.28.19

Date

Agreed to by the Vice Chancellor for Advancement at the University of Arkansas:



Mark Power

3/6/19

Date

Agreed to by the Chancellor at the University of Arkansas:



Joseph Steinmetz

3/7/19

Date



UNIVERSITY OF ARKANSAS

GIFT AGREEMENT

It is the expressed desire of Jean Cameron Jones (BSE 1971 and MED 1974) to provide for an existing endowment and create a new endowment at the University of Arkansas, Fayetteville.

1. Name

The names of the existing endowment and the new endowment are as follows:

- (a) "The Fay and Gus Jones House Stewardship Endowment;"
- (b) "The Fay and Gus Jones Endowment in Special Collections;"
- (c) "Fay Jones Distinguished Visitors Endowment"

2. Funding

For the purpose of funding this gift, the Donor has provided for a revocable, testamentary gift to the University of Arkansas Foundation, Inc. The current estimated value of this gift is approximately \$1.8 million. This is an estimate only. Any gift ultimately received by the Foundation may be more or less than this estimated amount. The Foundation shall manage the funds under the guidelines established and reviewed annually by the Board of Directors of the Foundation and the Board of Trustees of the University of Arkansas.

3. Purpose

The Donor's support will establish and /or provide funding for the following existing endowment:

- (a) The Fay and Gus Jones House Stewardship Endowment 50%

The existing endowment supports the Fay and Gus Jones House in the Fay Jones School of Architecture and Design in accordance with the following criteria:

- a. Restoration;
- b. Maintenance;
- c. Preservation.

The Donor's support will establish the following endowment:

- (b) The Fay and Gus Jones Endowment in Special Collections 25%

The purpose of this gift is two-fold: to fund the digitization of selected aspects of the collection of Fay Jones, including papers, photographs and other documents, currently housed as a part of the Special Collections Department at the University of Arkansas, Fayetteville. The fund will be used

to establish an endowment to support the stewardship, scholarly, and educational use of the collection, which includes processing and preservation efforts.

(c) **Fay Jones Distinguished Visitors Endowment**

25%

This new endowment will be a discretionary fund for the Dean of the Fay Jones School of Architecture and Design with a primary purpose to attract and appoint annually a Fay Jones Distinguished Visiting Professor and / or to attract and appoint annually a Fay Jones Distinguished Lecturer. The Visiting Professor is to be of national or international accomplishment in either architectural practice or education; the Lecturer is to be drawn from the recognized list of AIA Gold Medalists or Pritzker Prize winners.

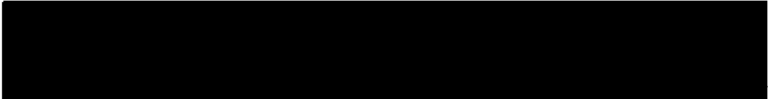
4. Standard Terms and Conditions

This Gift Agreement shall further be subject to the policies and procedures of the University of Arkansas, Fayetteville, and the Board of Trustees of the University of Arkansas, which are incorporated herein by reference, and the Arkansas Uniform Prudent Management of Institutional Funds Act.

5. Acceptance

The foregoing terms and conditions shall be effective only upon agreement and proper execution thereof by the Donor, the Vice Chancellor for Advancement, the Dean of the Fay Jones School of Architecture and Design, the Associate Dean of the Fay Jones School of Architecture and Design, the Dean of David W. Mullins Library, and acceptance by the University of Arkansas Foundation, Inc. and the University of Arkansas Board of Trustees. Signatories to this agreement understand that the investment of this fund shall be managed by the University of Arkansas Foundation, Inc. under the terms described herein, and that the disbursement of income is to be administered by the respective leadership in the units, the Dean of the Fay Jones School of Architecture and Design and the Dean of David W. Mullins Library at the University of Arkansas, Fayetteville.

Agreed to by the Donor:


Dean Cameron Jones

Date

Sept. 18, 2018


Agreed to by the Associate Dean of the Fay Jones School of Architecture and Design at the University of Arkansas, Fayetteville:


Dr. Ethel Goodstein

Date

18 September 2018

Agreed to by the Dean of the Fay Jones School of Architecture and Design at the University of Arkansas, Fayetteville:


Peter MacKeith

18 ~~SEP~~ 2018
Date

Agreed to by the Dean of David W. Mullins Library at the University of Arkansas, Fayetteville:


Carolyn ~~W~~ Allen

9/20/2018
Date

Agreed to by the Vice Chancellor for Advancement at the University of Arkansas, Fayetteville:


Mark Power

9/24/2018
Date



AGREEMENT

[REDACTED] Historic Preservation Fund

It is the expressed desire of [REDACTED] to support historic preservation at the Fay Jones School of Architecture and Design at the University of Arkansas, Fayetteville (the "University").

1. Name

The name of this non-endowed fund shall be the [REDACTED] Historic Preservation Fund.

2. Funding

For purposes of funding this gift, [REDACTED] has provided for a testamentary gift from [REDACTED] Donor-Advised Fund at the Arkansas Community Foundation to the Fay Jones School of Architecture and Design. The current value of this gift is approximately \$1,000,000. This is an estimate only. Any gift ultimately received may be more or less than this estimated amount. The University shall manage the fund under the guidelines established and reviewed annually by the Board of Trustees of the University of Arkansas.

3. Purpose

The purpose of the [REDACTED] Historic Preservation Fund shall be to support historic preservation at the Fay Jones School of Architecture and Design.

4. Administration

The [REDACTED] Historic Preservation Fund may be used for, but not limited to, academic scholarships for architecture students or funding for faculty to research architecture and preservation, at the discretion of the Dean of the Fay Jones School of Architecture and Design, or his or her designee.

5. Standard Terms and Conditions

This Agreement shall further be subject to the policies and procedures of the University and the Board of Trustees of the University of Arkansas, which are incorporated herein by reference, and the Arkansas Uniform Prudent Management of Institutional Funds Act.

6. Acceptance

The foregoing terms and conditions shall be effective only upon agreement and proper execution thereof by [REDACTED] the Vice Chancellor for Advancement, the Dean of the Fay Jones School of Architecture and Design, and acceptance by the University of Arkansas Board of Trustees. Signatories to this agreement understand that the investment of this fund shall be managed by the University under the terms described herein, and that the disbursement of the fund is to be administered by the Dean of the Fay Jones School of Architecture and Design at the University.

Agreed to by the Donor:

[REDACTED]
[REDACTED]
Date

Agreed to by the Dean of the Fay Jones School of Architecture and Design at the University:

[REDACTED]
Peter MacKeith
Date 02 MAY 2019

Agreed to by the Vice Chancellor for Advancement at the University:

[REDACTED]
Mark Power
Date July 2, 2019



UNIVERSITY OF
ARKANSAS

GIFT AGREEMENT

for the establishment of the

Reginald R. "Barney" and Jameson A. Baxter Endowed Graduate Scholarships

It is the expressed desire of Reginald R. "Barney" (BSCHE 1948) and Jameson A. Baxter to provide for the establishment of twenty-four endowed graduate scholarships in the College of Engineering at the University of Arkansas, Fayetteville (University).

1. Name

The name of the endowed scholarship funds will be the "Reginald R. "Barney" and Jameson A. Baxter Endowed Graduate Scholarships."

2. Funding

For purposes of establishing this scholarship endowment, Donors have contributed \$100,000 to the University of Arkansas Foundation, Inc. (Foundation) and pledges an additional \$1,100,000 in accordance to the following schedule:

\$250,000 - 2019
\$250,000 - 2020
\$250,000 - 2021
\$250,000 - 2022
\$100,000 - 2023

It is the request of the Donors that each of the twenty-four scholarships be endowed at \$50,000. After earnings are accumulated from the initial \$100,000, two scholarships shall be awarded. Subsequently, each additional payment will generate five additional scholarships upon accumulation of interest until the final payment, which will generate two.

Foundation will manage the fund under the guidelines established and reviewed annually by the Board of Directors of Foundation and the Board of Trustees of the University of Arkansas.

3. Purpose

The purpose of the Reginald R. "Barney" and Jameson A. Baxter Endowed Graduate Scholarships will be to enhance successful recruitment and retention of exceptional students pursuing a thesis-track master's degree or doctoral degree in the College of Engineering.

4. Administration

The selection of the recipients of the Reginald R. "Barney" and Jameson A. Baxter Endowed Graduate Scholarships will be the responsibility of the Dean of the College of Engineering, or his or her designee, and in consultation with the Dean of the Graduate School, or his or her designee.

Scholarships may be renewed for thesis-track master's studies up to one additional year after initial awarding, pursuant upon sufficient progress towards their degree as recommended by the department head, and maintaining at least a 3.5 GPA.

Scholarships may be renewed for doctoral studies up to two additional years after initial awarding, pursuant upon sufficient progress towards their degree as recommended by the department head, and maintaining at least a 3.5 GPA.

The annual reporting of finalized student selection and their designated area of study within the College of Engineering will be the responsibility of the Dean of the College of Engineering, or his or her designee.

5. Standard Terms and Conditions

This Gift Agreement will further be subject to the policies and procedures of the University and the Board of Trustees of the University of Arkansas, which are incorporated herein by reference and by the Arkansas Uniform Prudent Management of Institutional Funds Act.

6. Acceptance

The foregoing terms and conditions will be effective only upon agreement and proper execution thereof by Donor, the Chancellor, the Vice Chancellor for Advancement, the Dean of the College of Engineering and the Dean of the Graduate School, and acceptance by Foundation and the Board of Trustees of the University of Arkansas. Signatories to this agreement understand that the investment of this fund will be managed by Foundation under the terms described herein, and that the disbursement of income is to be administered by the Dean of the College of Engineering.

Agreed to by Donor:


Reginald R. "Barney" Baxter/

8/23/2018
Date

Agreed to by Donor:

[Redacted Signature]

Jameson A. Baxter

August 23 2018
Date

Agreed to by the Dean of the Graduate School at the University of Arkansas:

[Redacted Signature]

Kim Needy

08/29/18
Date

Agreed to by the Dean of the College of Engineering at the University of Arkansas:

[Redacted Signature]

John R. English

8/30/18
Date

Agreed to by the Vice Chancellor for Advancement at the University of Arkansas:

[Redacted Signature]

Mark Power

8/31/18
Date

Agreed to by the Chancellor at the University of Arkansas:

[Redacted Signature]

Joseph E. Steinmetz

8/31/2018
Date

WALTON FAMILY
FOUNDATION

11830

January 15, 2019

Mark Power
University of Arkansas Foundation, Inc.
535 W. Research Center Blvd., Suite 120
Fayetteville, AR 72701

RE: Grant [REDACTED]

Dear Mark,

It is my pleasure to inform you that the Walton Family Foundation, Inc. ("Foundation") has approved a grant in the amount of \$2,294,967.00 to the University of Arkansas Foundation, Inc. ("Grantee"). This grant is subject to the following terms and conditions:

- Purpose:** The purpose of the grant is to support three Principal Fellow classes for low-income schools. This grant is more fully described in Grantee's proposal dated December 7, 2018. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
- Amount:** Two Million, Two Hundred Ninety-Four Thousand, Nine Hundred Sixty-Seven Dollars (\$2,294,967.00).

Grant payments will be made as follows:

Installment	Amount	Date
#1	\$426,228.00	Upon completion of a signed grant agreement
#2	\$751,089.00	1/30/2020
#3	\$762,426.00	1/30/2021
#4	\$355,224.00	1/30/2022

- Payable:** Initial installment of \$426,228.00 shall be initiated upon receipt of this completed letter from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 days of completion of this item.

Further installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in paragraph 5 below and other information the Foundation may gather.

- Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports by the due dates listed in the report schedule below. Guidelines for completing these reports will be provided separately.

Report Date	Report Type
1/15/2020	Interim Financial and Narrative
1/15/2021	Interim Financial and Narrative
6/30/2021	Miscellaneous- call with PO to follow up on the interest around potential future funders
1/15/2022	Interim Financial and Narrative
1/15/2023	Final Financial and Narrative

Success will be measured against the outputs and outcomes described in Appendix A.

All reports will be sent electronically to reports@wffmail.com. Please reference Grant # [REDACTED] on all reports submitted.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

- (i) to carry on propaganda, or otherwise to attempt, to influence legislation;
- (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
- (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

(a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

(b) Grantee fails to comply with the terms of this letter; or

(c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. Publicizing the grant and the Foundation in Grantee's publications and communications in a manner consistent with similar grants obtained by Grantee is permitted.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

[REDACTED]

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, your point of contact at the Foundation will be Kathy Smith, Senior Program Officer. Your Program Officer can be contacted via phone or email as follows: Telephone number (479) 464-1567 and Email [REDACTED]. Please reference Grant # [REDACTED] in your communication.

By electronically signing this letter, the Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed document will be emailed to the Grantee through DocuSign. If the electronic signing of this letter is not completed by January 31, 2019, the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

[REDACTED]
Kyle J. Peterson
Executive Director

ACKNOWLEDGED AND AGREED

By [REDACTED] 1/16/2019 | 7:29:32 AM CST

Mark Power (Date)
University of Arkansas Foundation, Inc.

**Appendix A: University of Arkansas Foundation, Inc.
IMPACT Arkansas Principal Fellowship Program**

Outputs And Outcomes		
Who will do what and how much?	By when?	Measured or evaluated by?
Goal: IMPACT Arkansas Principal Fellowship Program		
Outputs		
Recruitment: In advance of the admission of each cohort and ongoing throughout the duration of the grant, the Director of Outreach (to be hired) will coordinate recruitment efforts to identify 20 potential Fellows throughout the state who are working in high-needs schools. High-needs schools are identified as have 70% or higher free and reduced lunch populations. Both traditional and public charter schools will be targeted. Recruitment will yield a total of 60 new Fellows in the combined total of the three cohorts (i.e., 2019, 2020, and 2021).	6/1/2021	Program enrollment records.
Coaching: All Fellows will be coached by two Directors of Support (to be hired) who are former school leaders serving as full-time performance coaches and who will be making routine site visits as well as virtual visits with the Fellows and their principals. The Directors of Support also will attend the Teacher Leadership Institute (TLI) work sessions and participate in the admissions process.	12/15/2022	Coaching logs, interviews with Fellows and principals.
Intensive Professional Development: The Principal Fellows will attend four TLI professional development sessions over the course of their cohort's program of study. The foci of these four professional development sessions are: <ul style="list-style-type: none"> • Using data and research in the Professional Development of Best Practices • Reflective practice and message development • Building and sustaining high performing Professional Learning Communities • Experience with new and emerging digital resources • Practical tools and strategies for student and adult learners The TLI sessions are residential in nature and run from 3 to 4 days of intensive professional development. The Lead	12/5/2022	TLI session agendas and session evaluations

Programs Facilitator from the Arkansas Leadership Academy (Dr. Amanda Linn) facilitates the TLI sessions.		
In year three of the grant, the university will confirm a \$1 for \$2 matching component (\$254,167), and in year 4 will increase this to a \$1 for \$1 match (\$355,149) from sources other than the Foundation to continue the program	12/15/2022	Proof of financial match
As part of the requirement for participating schools, they will sign an agreement to allow the university or its designee to access school academic performance data in order to longitudinally track school performance during Fellow placement.	12/15/2022	Signed MOU's for data sharing
In each year of the grant, the IMPACT Fellows Program will coordinate and/or partner with the Arkansas Public School Resource Center as appropriate for school leader law and regulation compliance training for Fellows who will assume those responsibilities.	annually	Grantee records of enrollment
Outcomes		
Program Graduates: There will be a total of 60 program graduates who have earned a Master's Degree in Educational Leadership and are eligible for licensure in the state of Arkansas. The graduates will work in some leadership capacity (e.g., lead teacher, assistant principal, principal, etc.) in their schools for a period of three years after graduating with a retention rate of 80% after year one post-graduation and 70% after years two and three post-graduation.	12/15/2022	Program alumni records
Continuing School Improvement: Schools where Principal Fellows are employed will show evidence of continuing improvement over the tenure of the Fellow. The school will meet all state ESSA Index goals for proficiency and growth, and at least 75% of students will meet or exceed their learning goals.	12/15/2022	State school performance reports
School climate: Each academic year after the Fellow has graduated from the degree program, at least 90% of teachers, parents, and students will report moderate to high levels of satisfaction on measures of safety, communication and positive working/learning conditions as reported in a school climate survey.	12/15/2022	Survey reports



UNIVERSITY OF
ARKANSAS

AMENDMENT TO GIFT AGREEMENT

for

The Steve and Jamie Clark Social Entrepreneurship Professional Staff Fund

It is the expressed desire of Steven W. Clark (Donor) (BSBA 1986) to amend The Steve and Jamie Clark Social Entrepreneurship Professional Staff Fund gift agreement that was fully executed on March 28, 2018 as follows.

1. Name

The name of the fund shall be *The Steve and Jamie Clark Social Entrepreneurship Professional Staff Fund*.

2. Funding

Donor will make an additional contribution of \$850,000 to the University of Arkansas Foundation, Inc. (Foundation) according to the pledge schedule below. Donor has paid \$150,000 of the original pledge of \$300,000 and will complete this commitment with the beginning of the new gift. Foundation will manage the fund under the guidelines established and reviewed annually by the Board of Directors of Foundation and the Board of Trustees of the University of Arkansas.

Pledge Schedule

<u>Calendar Year</u>	<u>Amount</u>
CY 2019	\$200,000
CY 2020	\$250,000
CY 2021	\$250,000
CY 2022	\$250,000
<u>Total Pledge</u>	<u>\$950,000</u>

3. Purpose

The Steve and Jamie Clark Social Entrepreneurship Professional Staff Fund provides funding for a Director of Social Innovation, faculty and staff who design and oversee programmatic activities of the Office of Social Innovation at the University of Arkansas, Fayetteville, among other activities.

Administration and Timeline

The Director of Social Innovation is responsible for teaching social entrepreneurship as well as managing programs that promote social entrepreneurship at the University of Arkansas, Fayetteville. The Director of Social Innovation will be responsible for providing an annual stewardship report highlighting the impact of the social entrepreneurship program at the University of Arkansas.

Agreed to by the Donor:


Steve Clark
8-24-18
Date

Agreed to by the Dean of the Sam M. Walton College of Business at the University of Arkansas, Fayetteville:


Matt Waller
8-27-18
Date

Agreed to by the Vice Chancellor for Advancement at the University of Arkansas, Fayetteville:


Mark Power
8-28-18
Date



UNIVERSITY OF ARKANSAS

GIFT AGREEMENT

for the establishment of the

Taryn Claassen Memorial Endowed Scholarship in Theatre and Music

It is the expressed desire of Sherri Fryar and Brad Fryar (Donors) to provide for the establishment of an endowed scholarship for the benefit of the Department of Theatre and the Department of Music in the J. William Fulbright College of Arts and Sciences at the University of Arkansas, Fayetteville (University).

Taryn Claassen Legacy Statement

Taryn was born on June 26, 1993 in Conway, Arkansas and was incredibly loved by so many people. She was just beginning her junior year as a theatre major at the University of Arkansas when she was diagnosed with ovarian cancer. "Taryn was so brave throughout her four-year battle, she never lost hope of obtaining her degree and becoming an actress and teacher," her mother, Sherri Fryar, stated.

According to Barbara Springer, "Taryn exemplified what it takes to be a theatre major. She was impassioned and involved, determined to learn her craft from every aspect. She valued the community that goes along with being a major and often 'hung out' in the Drama Office with other students just to catch some down time without losing touch with her fellow majors. That is where Taryn became a friend and that is what I will miss. Even when she was in treatment, Taryn still dropped by the office just to say hello, catch up with her fellow students and check up on University Theatre productions. That was true dedication. Her beautiful voice, her sweet smile, and her love of theatre will be missed by all who knew her."

Taryn was passionate about music and theatre from an early age and showed tremendous promise in both fields. She began singing as a toddler in the children's choir at church, and as she got older began auditioning for and singing in school choirs when she was in middle school. She made All-Region Choir several times during her years at both Vilonia Junior High and High School.

Known for her beautiful soprano voice, Taryn received a music scholarship from the J. William Fulbright College of Arts and Sciences even though she was a pre-med major. Taryn's heart told her to study theatre, and so she did, expanding on her love of musical theatre and all things Broadway. One of her favorite pastimes was attending Broadway musicals throughout the country with her mom, and her all-time favorite shows were Hamilton and Wicked.

"Taryn loved music with all her soul. Every day she came to a rehearsal was a day made better for all in the room. Her boundless positivity echoes to this day in the University of Arkansas choir room, and through this scholarship, can echo far into the future," said Stephen Caldwell, assistant professor and director of choral activities.

Taryn loved to travel, and to go for rides with her dad, Mark Claassen and his wife, Tammie and their Harley Davidson group. Her interests were many and varied, ranging from reading, to going to concerts, movies, theme parks, zoos and aquariums. She was an obsessive list-maker; most well-known were her Christmas gift lists, which always consisted of no less than twenty movies to add to her extensive DVD collection.

She also collected anything related to her self-proclaimed status as a "fan girl," loving all things Dr. Who, Harry Potter, Criminal Minds, X-Men and Avengers. She was thrilled to be able to attend the 2015 San Diego Comic-Con International and experience first-hand the epitome of "fandom".

Taryn's faith was a big part of her life. She was a member of Friendship Baptist Church in Conway, following her believer's baptism when she was eight. After moving to Bryant in 2013, she became active in the Geyer Springs First Baptist Church choir.

Taryn was a determined fighter and never gave up hope. It was essential to her to be involved with the Arkansas Ovarian Cancer Coalition, and she constantly strove to educate and raise awareness through public service campaigns and other activities. She wanted her legacy to be one of educating others.

She never lost faith that she would persevere and make a difference. Taryn loved the U of A and her parents wanted to honor her by establishing these scholarships to help other young adults live their dreams. After a strong and courageous battle, Taryn died peacefully on October 20, 2017 loved and comforted by family.

1. Name

The name of the endowed scholarship fund will be the "Taryn Claassen Memorial Endowed Scholarship in Theatre and Music."

2. Funding

For purposes of funding this endowed scholarship, Donors have contributed the sum of \$250,000 to the University of Arkansas Foundation, Inc. (Foundation). Foundation will manage the fund under the guidelines established and reviewed annually by the Board of Directors of Foundation and the Board of Trustees of the University of Arkansas.

3. Purpose

The purpose of the Taryn Claassen Memorial Endowed Scholarship Endowed Scholarship in Theatre and Music will be to provide support for a student majoring in Theatre and a student majoring in Music with Voice Performance Concentration and participating in Choral activities.

4. Administration

The selection of the recipients of the Taryn Claassen Memorial Endowed Scholarship in Theatre and Music will be the responsibility of the Dean of the J. William Fulbright College of Arts and Sciences, or his or her designee, in consultation with the Chair of the Department of Theatre, or his or her designee, and the Chair of the Department of Music, or his or her designee, in accordance with the following criteria:

- (a) Student must be a graduate of an Arkansas high school;
- (b) Student is enrolled as a full-time student in good academic standing and has completed 24 hours of course work;
- (c) One half of the award proceeds will benefit at least one student who is pursuing a Bachelor of Music with Voice Performance Concentration and participating in choral activities within the Department of Music;
- (d) One half of the award proceeds will benefit at least one student who is pursuing a Bachelor of Arts in Theatre;
- (e) Student must have a 2.5 cumulative GPA. The scholarship is renewable, so long as student maintains a 2.5 GPA;
- (f) Student must demonstrate financial need;
- (g) Preference should be given to a student that demonstrates academic achievement and a high-level of integrity;

Donors desire that more than one student in each of the two departments receive a scholarship once the spending account disbursement is double the original awarded amount.

5. Standard Terms and Conditions

This Gift Agreement will further be subject to the policies and procedures of University and the Board of Trustees of the University of Arkansas, which are incorporated herein by reference and by the Arkansas Uniform Prudent Management of Institutional Funds Act.

6. Acceptance

The foregoing terms and conditions will be effective only upon agreement and proper execution thereof by Donor, the Vice Chancellor for Advancement, the Dean of the J. William Fulbright College of Arts and Sciences, the Chair of the Department of Theatre, the Chair of the Department of Music, and acceptance by Foundation and the Board of Trustees of the University of Arkansas. Signatories to this agreement understand that the investment of this fund will be managed by Foundation under the terms described herein, and that the disbursement of income is to be administered by the Dean of the J. William Fulbright College of Arts and Sciences at the University of Arkansas, Fayetteville

Agreed to by Donors:


Sherri Fryar
Date 2-11-19


Brad Fryar
Date 2-11-19

Agreed to by the Department Chair of the Department of Music in the J. William Fulbright College of Arts and Sciences at the University of Arkansas, Fayetteville:


Ronda Mains
Date 2-19-19

Agreed to by the Department Chair of the Department of Theatre in the J. William Fulbright College of Arts and Sciences at the University of Arkansas, Fayetteville:


Michael Riha
Date 2-14-19

Agreed to by the Dean of the J. William Fulbright College of Arts and Sciences at the University of Arkansas, Fayetteville:


Todd Shields
Date 2-19-19

Agreed to by the Vice Chancellor for Advancement at the University of Arkansas, Fayetteville:


Mark Power
Date 2-20-19

**WALTON FAMILY
FOUNDATION**

~~CONFIDENTIAL - NOT FOR DISSEMINATION~~

April 12, 2019

James S. Coleman
Provost
1 University of Arkansas
ADMIN 422
Fayetteville, AR 72701

RE: Grant [REDACTED]

Dear Dr. Coleman,

It is my pleasure to inform you that the Walton Family Foundation, Inc. (the "Foundation"), has approved the reallocation of the estimated \$440,000 spending account balance to be placed back into the endowment of the Henry G. Hotz Endowed Dean's Chair on July 1, 2019 to grow in support of the new dean.

The Foundation has also approved a grant of \$258,000 over three years to provide current use funds for FY'20, FY'21, and FY'22 to support the new dean's start-up package and potential initiatives including: Travel, Events and Retreats, Seed Grants, Continuing Education, Supplies, Communications and an Opportunity Fund.

The start-up grant of \$258,000 will be paid in three payments of varying amounts detailed in the grant letter with the first payment made upon notification of the commencement of the new dean's duties. You will need to notify us of his start date to initiate the first payment.

On behalf of the Foundation, I extend congratulations on your successful hire of the new dean and every good wish for the success of your organization's endeavors.

Regards,

[REDACTED]
Naccaman G. Williams
Director, Special Projects

Cc: Dianna Lee, Kellie Knight

PO Box 2030
Bentonville, AR 72712

44 Cook Street, Suite 255
Denver, CO 80208

111 Town Square Place, Suite 420
Jersey City, NJ 07310

919 18th Street, NW, Suite 400
Washington, D.C. 20006

~~CONFIDENTIAL - NOT FOR DISSEMINATION~~

The Walton Family Charitable Support Foundation, Inc.
PO Box 2030
Bentonville, AR 72712

October 23, 2018

Mark E. Power
Vice Chancellor for Advancement
University of Arkansas Foundation, Inc.
535 W. Research Center Blvd., Suite 120
Fayetteville, AR 72701

RE: Grant # [REDACTED]

Dear Mark,

It is my pleasure to inform you that the Walton Family Charitable Support Foundation, Inc. ("Foundation") has approved a grant in the amount of \$23,746,523.00 to the University of Arkansas Foundation, Inc. ("Grantee"). The project term will be October 2018 to June 2023. This grant is subject to the following terms and conditions:

1. **Purpose:** The purpose of the grant is to fund key positions and support in the Technology Ventures Office, the Office of Economic Development and the Office of Research and Innovation; and to attract five "star" scientists. Further this grant will fund research that is expected to result in intellectual property that can be commercialized; and create a robust "gap" funding program that will serve as a beacon to both faculty and students who want to commercialize university technology. This grant is more fully described in Grantee's proposal dated October 15, 2018. Grantee agrees to use all grant funds exclusively for the grant's purposes. Any changes in these purposes must be authorized in advance by the Foundation in writing.
2. **Amount:** Twenty-Three Million, Seven Hundred Forty-Six Thousand, Five Hundred Twenty-Three Dollars (\$23,746,523.00).

Grant payments will be made as follows:

Installment	Amount	Date
#1	\$4,551,579.00	Upon completion of a signed grant agreement
#2	\$4,685,868.00	Upon approval of 2019 interim report
#3	\$4,785,868.00	Upon approval of 2020 interim report
#4	\$4,919,104.00	Upon approval of 2021 interim report
#5	\$4,804,104.00	Upon approval of 2022 interim report

3. **Payable:** Initial installment of \$4,551,579.00 shall be initiated upon receipt of this completed letter from Grantee acknowledging the terms and conditions set forth herein. Grantee should receive the initial installment electronically within 14 days of completion of this item.

Further installments shall be contingent upon the Foundation's approval of the Grantee's activities of the grant as evidenced by the reports described in paragraph 5 below and other information the Foundation may gather.

4. **Accounting:** (a) The Foundation encourages, whenever feasible, the deposit of grant funds in an interest-bearing account. For purposes of this letter, the term "grant funds" includes the grant and any income earned thereon.

(b) Grantee will maintain records of receipts and expenditures made in connection with the grant funds and will keep these records during the period covered by the Grantee's reporting obligations specified in paragraph 5 and for at least four years thereafter ("Maintenance Period"). Grantee will make its books and records in connection with the grant funds available for inspection by the Foundation during normal business hours as the Foundation may request at any time during the Maintenance Period.

5. **Reporting and Evaluation:** Grantee will provide the Foundation with financial and narrative reports due by the due dates listed in the report schedule below. Each report shall include an account of expenditures of grant funds, and a brief narrative of what was accomplished (including a description of progress made in fulfilling the purposes of the grant and a confirmation of Grantee's compliance with the terms of the grant).

Report Date	Report Type
8/1/2019	Interim Financial and Narrative for FY 2018-19
8/1/2020	Interim Financial and Narrative for FY 2019-20
8/1/2021	Interim Financial and Narrative for FY 2020-21
8/1/2022	Interim Financial and Narrative for FY 2021-22
8/1/2023	Final Financial and Narrative for FY 2022-23

Success will be measured against the Grant Reporting Metrics Document & Overview of Key Hires described in Appendix A.

All reports will be sent electronically to [REDACTED] (cc: [REDACTED]). Please reference Grant # [REDACTED] on all correspondence.

Grantee payments are always contingent upon the Foundation's approval of Grantee's operations based on the above reports and the Foundation's satisfaction with such information as it chooses to obtain from other sources.

6. **Representations:** Grantee represents and warrants to the Foundation that:

(a) Grantee is an organization in good standing, is either an organization described in section 501(c) (3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" described in section 509(a) of the Code. Grantee will promptly notify the Foundation of any change in Grantee's tax status under the Code.

(b) In no event will Grantee use any grant funds:

(i) to carry on propaganda, or otherwise to attempt, to influence legislation;

(ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or

(iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in section 170(c)(2)(B) of the Code.

(c) Grantee will comply with all applicable laws and regulations.

7. **Repayment:** Grantee agrees to repay to the Foundation any portion of the grant funds not used for the grant's purposes. In addition, the Foundation may discontinue any further payments to Grantee, and may direct Grantee to repay any unexpended grant funds to the Foundation, if any of the following events occurs:

(a) Grantee ceases to maintain its tax-exempt status as described in paragraph 6(a) above;

(b) Grantee fails to comply with the terms of this letter; or

(c) There is a material change in Grantee's key personnel that in the sole opinion of the Foundation adversely affects Grantee's management of the grant.

8. **Release and Indemnity:** Unless prohibited by law, Grantee shall release, indemnify, defend and hold harmless the Foundation and its directors, officers, employees and agents from and against any and all claims, actions, suits, demands, damages, losses, expenses and liabilities, arising out of or related in any way to the actions or omissions of Grantee (or its directors, officers, employees, agents or contractors) in connection with the Grant and the project funded by the Grant, except to the extent caused by the Foundation's (or its directors', officers', employees' or agents') negligent actions or omissions. Grantee further agrees to carry insurance in such forms and amounts as are commercially reasonable and appropriate to cover Grantee's operations and to enable Grantee to indemnify and defend the Foundation as provided hereunder.

9. **Grant Publicity:** Grant publicity related to this grant consistent with Grantee's normal practice is permitted, subject to the following provisions. The Foundation expects any announcements and other publicity to focus on Grantee's work and the project or issue funded by the grant. Recognition of the Foundation's role in funding the project is permitted, provided that the timing, content and strategic focus of such publicity should be approved by the Foundation contact listed in paragraph 11. If publicized or recognized, please coordinate communications about this grant with your point of contact at the Foundation prior to any announcements.

The Foundation may ask Grantee to provide illustrations, photographs, videos, recordings, information or other materials related to the grant (collectively "Grant Work Product") for use in Foundation communications including the Foundation's website, annual report, newsletters, board materials, presentations, communications and other publications. Grantee agrees to provide the Foundation with such items upon the Foundation's reasonable request and hereby grants to the Foundation and anyone acting under the authority of the Foundation a fully paid-up, world-wide, right and license to use, reproduce, display and distribute the Grant Work Product in connection with the Foundation's charitable operations and activities. In connection therewith, Grantee shall be responsible for obtaining all necessary rights and permissions from third parties for the Foundation to use the Grant Work Product for these purposes. By signing

this Agreement, Grantee also acknowledges and agrees to use by the Foundation of historical, programmatic and other information relating to Grantee and the grant hereunder.

10. **Gratuities:** The Foundation desires that all of Grantee's resources be dedicated to accomplishing its philanthropic purposes. Therefore, Grantee agrees that it will not furnish the Foundation or its Board of Directors, officers, staff or affiliates with any type of benefit related to this grant including tickets, tables, memberships, commemorative items, recognition items, or any other benefit or gratuity of any kind.

11. **Contact:** For all communications regarding this grant, your point of contact at the Foundation will be Louise Epstein, Director of University Partnerships. She can be contacted via phone or email as follows: Telephone number [REDACTED] or [REDACTED] and Email [REDACTED]. Please reference Grant # [REDACTED] in your communication.

By electronically signing this letter, Grantee acknowledges and agrees to the terms and conditions herein. A copy of the completed documents will be emailed to the Grantee through DocuSign. If the electronic signing of these items is not completed by November 15, 2018 the Foundation will consider the Grantee to have declined the grant.

On behalf of the Foundation, I extend every good wish for the success of your organization's endeavors.

Sincerely,

[REDACTED]
Buddy D. Philpot
Secretary

ACKNOWLEDGED AND AGREED

By: [REDACTED]
[REDACTED] (Date)
University of Arkansas Foundation, Inc.

University of Arkansas Research and Commercialization Grant Reporting Metrics Document & Overview of Key Hires

October 12, 2018

Grant Support Hiring & Staff Support

Grant Support Specialists: The University will hire two specialists with proposal development experience by December 31, 2019, and the third grant specialist by June 30, 2020.

Strategic Signature Faculty Hires & Support

Timing: The University will hire and fund strategic signature research area faculty members from the beginning of the grant, for a total of five by the end of 2023.

Overview: Signature research areas represent research foci where the University of Arkansas has identified a solid core of faculty expertise, where the university has the capacity to grow research outputs and reputation relatively quickly with strategic investments in people and facilities, and where there is potential to build a critical mass capable of driving economic development in the region. Investing in bringing individuals to the University of Arkansas who have an outstanding, innovative, and collaborative research program aligned in these signature areas is a key strategy to building the research engine resulting in successful outcomes and intellectual property.

Allocation of Funding. Funding will be negotiated by the University with each candidate and will be aimed at best supporting the unique needs of each candidate for ensuring their research success at the University of Arkansas. Financial support may include salary supplements; funds for instrumentation, research-related equipment, software and/or other research related costs; and financial support for graduate/doctoral students, for post-doctoral fellows, and/or for research staff.

Characteristics of Faculty hires: The following are the preferred qualifications of signature research faculty hired by the University:

- A senior or mid-career faculty member recognized as a leader or rising-leader in a field or sub-field encompassed by the signature research area, whose hire would create synergies with existing faculty leading to expansion of campus-wide research efforts
- A record demonstrating outstanding productivity in research outputs (e.g., publications, patents) with demonstrated impact on their field or in technology development
- Demonstrated success in resource development including obtaining external funding
- Proven experience and ability to galvanize and synergize productive and collaborative faculty teams
- Successful mentoring of doctoral students and post-doctoral fellows
- Experience in producing intellectual property that has been, or in the process of being, commercialized

Reporting: The University will report annually on the faculty profile(s).

Chancellor's Innovation Fund for Commercialization

Overview: The Chancellor's Innovation Fund for Commercialization is aimed at increasing the flow, development and ultimately the commercialization of intellectual property at the University. Two kinds of projects can be funded: 1) high risk/high reward projects, that if successful, have a

strong-potential of producing intellectual property for commercialization: 2) Projects aimed at developing existing intellectual property where there is already an invention disclosure, and possibly a patent, to a stage where commercialization is more likely.

Selection of Proposals: Proposals will be evaluated for scientific/intellectual merit by a Panel of faculty experts and an initial screening of their potential for leading to potential commercialization. Projects recommended by the Panel as having high intellectual merit and appropriate for this fund will then receive further review by a panel put together by the Vice Chancellor for Economic Development to assess the potential of a successful project leading to commercialization or industry partnerships. Only projects deemed to have high intellectual merit and high potential of commercialization or industry partnerships will be supported.

Allocation of Funding. Funding will be provided for projects that were recommended as having high intellectual merit and high potential for commercialization or industry partnerships. Principal investigators may request funds in their proposals for instrumentation, research-related equipment, software and/or other research or technology development related costs; and financial support for graduate/doctoral students, for post-doctoral fellows, and/or for research staff. Final allocation of funds will be determined after review by the Provost, Vice Chancellor for Research and Innovation and the Vice Chancellor for Economic Development.

Measurements:	Number of applications
	Number of awards
	Description of the proposals funded and amounts
	Description of the research team composition

Institutional Policy Review

Report: Analyze and compare faculty conflict of interest policies and intellectual property ownership policies with other institutions, taking into account variation in state laws and statewide higher education policies. The purpose of the report will be to inform the university on best practices of other research universities for the purpose of revisiting existing institutional policies with regard to managing conflict of interest, intellectual property ownership, and commercialization.

Gap Funding for the Commercialization Pipeline

The purpose of GAP funding is to bridge the funding gap between research and commercialization to enable faculty and their teams to move forward to commercialize their technology by creating startup companies. Thus, as a threshold for receiving GAP funding under this program, teams must first successfully complete the NSF Innovation Corps National Program. Once they do, teams are eligible for up to \$100,000, consisting of three different levels of funding.

- Level 1 (up to \$30,000) is best known as a prototyping fund. It is for building/testing/advancing prototypes.

Measurements: Report on the number of teams participating in regional & national I-CORPS
Report on the number of applications for level 1, 2 and 3 awards, respectively
Report on the number of teams receiving award at levels 1, 2, and 3, respectively
Report on the composition of each team

Report on the projects submitted for funding

- Level 2 (up to \$35,000) follows Level 1, if a Level 1 grant was made. If a team has already successfully been through I-CORPS and they have advanced their prototype sufficiently, they are eligible for this award. The mandatory output of Level 2 is the submission of an SBIR/STTR grant.

Measurements: Report on the number of applications for Level 2 funding
Report on the number of awards for Level 2 funding

- Level 3 (up to \$35,000). Eligibility open to any team that has submitted an SBIR/STTR and has not yet heard if they will receive an award. These funds support the team's efforts as they wait the customary six months to hear if they have been selected to receive an SBIR/STTR.

Measurements: Report on the number of SBIR/STTR grant applications
Report on the number of SBIR/STTR grants received

Technology Ventures Office Hiring Overview, Desired Personnel Qualifications

Technology Ventures Executive Director: The Executive Director of the Technology Ventures Office will be hired by May 31, 2019. Preferred candidates will have a minimum of 10 years of leadership experience in a technology transfer office of an aspirant university or institution.

Technology Ventures Counsel: Subject to UA System approval, the University will hire a staff attorney for the Technology Ventures office with at least 8 years of post-JD legal experience including at least 4 years of experience as a patent attorney. *(If approvals not obtained, then funds will be spent on outside firms for IP costs.)*

Tech Ventures Marketing: The University will hire a marketing/licensing specialist, preferred qualifications include at least a master's degree and five years of relevant work experience.

Patent Fund: The University will report annually on the following outcomes related to the patent fund:

Measurements: Report on the number of disclosures filed
Report on the number of patents filed (provisional & utility)
Report on the number of patents awarded
Report on number of intellectual property licenses executed
Report on the description of companies with whom licenses were executed
Report on continuum timeline from disclosure to provisional patent to patent to license

Licenses: The goal of Tech Ventures is that each issued patent should be licensed by an external entity within 12 months including established companies and university startup companies.

Startups: The University will identify and report on the number of faculty-participating startups and to whom they have licensed intellectual property. The University will also identify and report on the number of startups that are not university related but to which the University has licensed intellectual property.

Measurements: Report on the number of university-related startups

Report on the number of startups born from university-licensed IP

Outreach: The University will describe and report ongoing activities and programs by which the Technology Ventures office connects with faculty to increase awareness of the importance of disclosing their innovations and pursuing patent/copyright protection.