



Association
of Canadian
Archivists
Foundation

GIFT AGREEMENT

THIS GIFT AGREEMENT MADE THIS _____ DAY OF _____, 201

BETWEEN

(hereinafter referred to as the “**Donor**”)

AND

ASSOCIATION OF CANADIAN ARCHIVISTS FOUNDATION

(hereinafter referred to as the “**Foundation**”)

WHEREAS the Foundation is a registered charity under the *Income Tax Act* (Canada), as amended from time to time and has been designated as a public foundation and assigned charitable number 804138477RR0001;

AND WHEREAS the Foundation has established a perpetual endowment fund, named the *Scholarship Endowment Fund*, pursuant to a Declaration of Trust, dated March 8, 2010 (the “Fund”);

AND WHEREAS Section 3.02 of the Declaration of Trust provides that “Any interested donor may also contribute Additional Capital to the Fund at any time or times upon acceptance of such Additional Capital by the Foundation, subject to the board of the directors of the Foundation reserving the right to set minimum contribution amounts for any donors to the Fund;

AND WHEREAS Section 3.03 of the Declaration of Trust provides that “Any Additional Capital shall be held in trust as a part of the Fund in accordance with the terms of this Declaration. No further restrictions or terms may be imposed on such contributions of Additional Capital.”

WHEREAS the Donor intends to make a gift of the amount of _____ Canadian dollars (\$____) to the Foundation, to be held in trust by the Foundation as Additional Capital of the Fund.



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email aca@archivists.ca www.archivists.ca

NOW THEREFORE the parties hereto agree as follows:

1. The Donor hereby makes a gift of _____ Canadian dollars (\$) to the Foundation to be held in trust by the Foundation as part of the Additional Capital of the Fund.
2. The Foundation and the Donor acknowledge that the gift shall be used for the purpose of the Fund set out in the Declaration of Trust and governed by the terms contained in the Declaration of Trust.
3. The Donor acknowledges that the gift is not subject to any restrictions, other than as set out in the Declaration of Trust, and that the naming of any awards or scholarships is determined by the board of directors of the Foundation in its sole discretion.
4. The Foundation hereby accepts the gift in accordance with the terms set out in the Declaration of Trust and this Gift Agreement.
5. This Gift Agreement, and the rights and duties hereunder, shall be governed by and interpreted in accordance with the laws of the Province of Ontario.
6. This Gift Agreement shall enure to the benefit of and be binding upon and enforceable by the parties and their respective successors, legal representatives, heirs and permitted assigns

Donor

Association of Canadian Archivists Foundation

Per:

Per:

Name: _____

Name: _____

Address: _____

Title: _____

Date: _____

Date: _____