



February 19, 2009

Chuck Sowers
President, OSBA
26730 S. Hwy 170
Canby, OR 97013


Dear Mr. Sowers,

This letter it to indicate your request of the amendment to the last paragraph of the Endowment, held at the OSU Foundation titled "Northwest Apiculture Fund for Honey Bee Research, Extension and Education has been APPROVED.

The initial letter sent by yourself, and Mr. Kenny Williams, will accompany the original Endowment verbiage as the amendment clarification, along with this letter.

If you have any further questions please feel free to contact myself or Mr. Steve Schauble at the OSU Foundation.

Yours truly,


Jack Holpuch
Associate Director of Development
OSU Foundation
College of Agricultural Sciences
850 SW 35th Str
Corvallis, OR 97333



Steve Schauble
Chief Financial Officer
OSU Foundation
850 SW 35th Str
Corvallis, OR 97333

20367 Long Rd.
Blodgett, OR 97326
November 16, 2008

Mr. Steve Schauble
OSU Foundation
850 35th St.
Corvallis, OR 97333

Dear Mr. Schauble:

We learned recently that a slight modification to the last paragraph of our endowment agreement with the Foundation, titled Northwest Apiculture Fund for Honey Bee Research, Extension, and Education, would clarify the intent of that paragraph and make the agreement more appealing to potential donors. I have copied that paragraph below and I have indicated words we would like to delete by enclosing them in red parenthesis. In addition, I have indicated three new words in red to replace the deleted words.

We understand and agree that the University and Foundation are bound by the terms of this agreement and will honor the Donor's intent. In the unlikely scenario that the Committee determines that the University or the Foundation has willingly used the principal or income from this Fund for any purpose other than as stated in this agreement, the balance of the entire fund, including both principal and undistributed income, will be used to create (returned to the OSBA. The OSBA will then have the option of entering into) a new agreement with the Foundation to establish a new fund, in which the principal would continue to be managed by the Foundation and the disbursements (could be) directed to apiculture research at other institutions.

Thus the new paragraph would read:

We understand and agree that the University and Foundation are bound by the terms of this agreement and will honor the Donor's intent. In the unlikely scenario that the Committee determines that the University or the Foundation has willingly used the principal or income from this Fund for any purpose other than as stated in this agreement, the balance of the entire fund, including both principal and undistributed income, will be used to create a new agreement with the Foundation to establish a new fund, in which the principal would continue to be managed by the Foundation and the disbursements directed to apiculture research at other institutions.

We certainly appreciate your attention to this matter and trust, as we were assured by Jack Holpuch, that this will be the only change to the fund agreement. We hope you will agree that this change will clarify and increase the appeal of the Northwest Apiculture Fund.

Yours truly,



Kenny Williams
Chairman, OSBA Endowment Committee
20367 Long Rd.
Blodgett, OR 97326



Chuck Sowers
President, OSBA
26730 S. Hwy 170
Canby, OR 97013

**NORTHWEST APICULTURE FUND FOR HONEY BEE
RESEARCH, EXTENSION AND EDUCATION**

Endowed Fund Gift Agreement

Recognizing that the Oregon State University Foundation (“Foundation”) will rely upon our pledge in engaging in activities for the benefit of Oregon State University (“University”), and taking into account our interest in honey bee research, extension, and education, we hereby pledge to the Foundation in consideration thereof an amount equal to Twenty-five Thousand Dollars (\$25,000.00) to be paid within six months of the signing of this agreement.

We have made this pledge to the Foundation to establish the “Northwest Apiculture Fund for Honey Bee Research, Extension and Education” (“Fund”) to be used in support of honey bee research, extension, and education within the Department of Horticulture, or its successor, at Oregon State University. The Fund’s purpose is and shall be consistent with the Foundation’s policies and with its status as a tax-exempt organization. The Donors recognize the value of a healthy honey bee industry not only to Northwest beekeepers but also to the growers and processors of the many crops dependant upon the pollination services provided by beekeepers for the production of those crops.

Disbursements from the endowment are to be used to fund research, extension, and teaching as defined above and as determined by the Northwest Apiculture Fund Review Committee (“Committee”). The Committee shall be appointed by the Dean of the College of Agricultural Sciences in consultation with the Head of the Department of Horticulture, or its successor. It will be composed of:

1. The Head of the Department of Horticulture, or its successor, who will also act as chair of the Committee.
2. Two additional faculty members from the University: one from the Department of Horticulture, or its successor, and one from outside the Department of Horticulture, who will have a three-year appointment rotation. In addition, one of the above three faculty members shall be a faculty entomologist.
3. Three members of the Northwest beekeeping industry, whose names will be provided by the Executive Board of the Oregon State Beekeepers

Association (“OSBA”). In the event of the termination of the OSBA, the Dean of the College of Agricultural Sciences shall select beekeeping industry representatives. Industry representatives will be appointed to three-year terms.

If and when the principal of the Fund reaches the required minimum to establish an endowed professorship at the University, and when the University hires a honey bee entomologist, the Fund is to be renamed the “Northwest Apiculture Professorship in Honey Bee Research Fund,” and the Fund’s earnings may then be used to support a faculty member who exhibits a strong interest in, and knowledge of, the beekeeping industry of the Pacific Northwest. The Committee shall serve as the selection and review committee to recommend and evaluate the holder of the professorship. In addition, the following criteria will apply:

1. The candidate must hold a minimum of a Ph.D. degree in apiculture, entomology, or related field.
2. The candidate must have a documented record of scholarship in honey bee entomology.
3. The candidate must be able to provide program leadership and to make contributions to the education, extension, and research goals of the Fund.
4. The candidate must have a strong interest in working with students, beekeepers, growers, and fellow researchers.

We understand and agree that all gifts and contributions received for credit to the Fund, together with the net appreciation and net income generated by the Fund, shall be held until contributions to the Fund reach Twenty-five Thousand Dollars (\$25,000.00). Beginning then, an annual allocation will be made for the purposes described above in accordance with the Foundation’s then current spending policy. We agree that if contributions to the Fund do not reach Twenty-five Thousand Dollars (\$25,000.00) within five years of the date of this agreement that the Fund may remain in whole or in part as an endowed fund with an annual allocation to be made or the Fund may be distributed or be expended in part or full consistent, to the greatest degree possible, with our wishes as described above.

We understand and agree that the principal of this Fund shall be considered an endowment fund and shall be kept intact and invested in accordance with the investment and spending policies set forth from time to time by the Foundation and applicable provisions of Oregon law.

We understand and agree that the Foundation may assess such fees as are reasonable and necessary to meet the costs of acceptance, investment and administration, in accordance with the Foundation's fee schedule set forth by the Foundation Board of Trustees.

We understand that we or any other person or entity may make additional contributions of cash or property to the Fund, either during our lifetime or by bequest. All such contributions shall be subject to the terms and conditions of this agreement.

We understand and agree that the University and Foundation are bound by the terms of this agreement and will honor the Donor's intent. In the unlikely scenario that the Committee determines that the University or the Foundation has willingly used the principal or income from this Fund for any purpose other than as stated in this agreement, the balance of the entire fund, including both principal and undistributed income, will be returned to the OSBA. The OSBA will then have the option of entering into a new agreement with the Foundation to establish a new fund, in which the principal would continue to be managed by the Foundation and the disbursements could be directed to apiculture research at other institutions.

GRATEFULLY ACKNOWLEDGED BY:

Oregon State University

Acknowledged this _____ day of _____, 2007

THAYNE R. DUTSON, DEAN, COLLEGE OF AGRICULTURAL SCIENCES

AGREED BY:

Donor

Agreed this _____ day of _____, 2007

OREGON STATE BEEKEEPERS ASSOCIATION, DONOR
CHUCK SOWERS, PRESIDENT

Oregon State University Foundation

Agreed this _____ day of _____, 2007, by the Oregon State University Foundation in deep gratitude for the Oregon State Beekeepers Association's generosity for the establishment of this fund.

J. Michael Goodwin
President and Chief Executive Officer