**[*Fund Name*]Amendment to Original Agreement**

This Agreement is by and between [*DONOR(S)*](the “Donor[*s*]”) and the Stony Brook Foundation (“SBF” or the “Foundation”), on behalf of Stony Brook University (“Stony Brook”) with regard to the *Fund Name* (the “Fund”).

This Agreement shall amend a prior agreement titled [*Name of Original Fund*] signed and dated [*insert date*], a copy of which is attached. This is the (*first, second*) amendment to the original agreement. Through this Agreement, the Donor/University wishes to [*describe in general what is being changed by this Amended Agreement (such as criteria for awarding, Fund name, over-all purpose, school/college/campus designation, NY State Applicable Laws, and why the change is being made, if appropriate.) Do not include actual changes in this section, just the circumstances that lead to changes.]*

Below is (*are*) is the amended clause(s).

1.

2.

This agreement may be amended by the mutual consent of the Stony Brook Foundation and the Donors. This agreement may be altered or amended only by a subsequent agreement executed in writing by the Donors and the Stony Brook Foundation. This agreement shall be constructed in accordance with and governed by the laws of the State of New York.

If changed circumstances should at some future time cause the continuation of the Academy or Professor to be inappropriate or impractical, and the Donors are deceased, then the Foundation in consultation with the University may re-designate the purpose of the funds, provided that the “*Fund Name*” shall continue to bear the name of “*DONOR NAME(S)*” and that the amended terms shall adhere as closely as possible to the Donor’s original intent.

This Agreement constitutes the entire agreement of the parties with respect to its subject matter and sets forth completely the terms, conditions, and purposes of the funds. This Agreement shall be binding upon the parties hereto, including their heirs, successors, assigns, executors, and personal representatives. If any term, condition, or other provision of this Agreement is found to be invalid or incapable of being enforced by any court of competent jurisdiction, all other terms, conditions, and provisions of this Agreement shall nevertheless remain in full force and effect.

|  |  |
| --- | --- |
| **DONOR(S):** | **FOR Stony Brook University:** |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Donor* Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Area VP/Provost Name* Date  *Title (FOR GIFTS OF $100k or more)* |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Donor* Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Area Dean Name* Date  *Title* |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  *Designee of the Fund (if not the Area Dean) Name*  *Title Name* Date |
|  |  |
|  | **FOR Stony Brook Foundation, Inc.:** |
|  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Dexter A. Bailey, Jr.Date  Executive Director |

Attachments:

***\*Must attach a copy of the original agreement.***