

October 8, 2002

Brad Carlberg  
BSC Engineering  
P .O. Box 2866  
Daphne, AL 36526-2866

Re: PUPID Division Scholarship Endowment

Dear Brad,

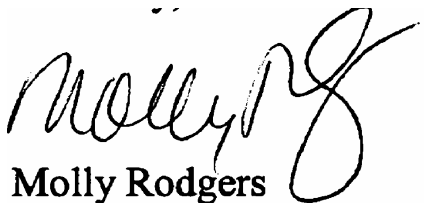
Thank you for the generous contribution initiating the PUPID Division Scholarship Endowment Fund. The signed agreements have arrived this week and are being processed. The ISA match is being applied which makes the endowment fund total \$20,000.

I am working with our web group to get this information posted on the isa.org web site. Jack Moore will also be doing a story for the News and Views. I'm sure he will be in touch for comments.

We'll provide with an accurate accounting of the proceeds of the fund during the first quarter of 2003 and in the first quarter of the calendar year annually thereafter .

Again, many thanks for the generosity and thoughtfulness of the ISA Pulp and Paper Industries Division.

Sincerely,



**Molly Rodgers**

Director

Cc: Larry Wells

## **ISA Foundation Endowment Fund Agreement**

The ISA Pulp & Paper Industries Division (hereafter ‘PUPID’) is pleased to deliver to the ISA Foundation (“Foundation”), an operational component of ISA–The Instrumentation, Systems, and Automation Society (“Society”), funds to establish the ISA Pulp & Paper Industries Division Scholarship Endowment Fund (“Endowment”) within the ISA Foundation under these terms and conditions:

### Purpose

The Endowment will be used to fund scholarships for meritoriously selected students pursuing degrees at accredited universities and colleges in technical fields related to instrumentation, systems, and automation. Scholarship recipients must be full time students in good standing at their institution.

### Endowment Contribution and Assets

The initial Endowment assets will consist of an irrevocable gift by PUPID in the sum of \$10,000 to be transferred to the Foundation from the PUPID Division Fund Balance account maintained by the Society. The Society agrees to match this contribution and transfer \$10,000 from its general operation accounts to the Foundation account for the PUPID Endowment. Upon the transfer of the funds and acceptance by the Foundation, delivery of the initial Endowment contribution will be complete. The Foundation can accept additional contributions to the PUPID Endowment from time to time from any source and in any amount.

PUPID understands that the Society is a tax-exempt organization under §501(c)(3) of the United States Internal Revenue Code and that the Foundation is not a private foundation as defined by the Internal Revenue Code. The Endowment will be used solely for the charitable purposes of the Foundation as stated in this Agreement. This Agreement will be interpreted in a manner consistent with the applicable federal tax laws and regulations, including any future amendments.

PUPID further understands and agrees that the Endowment is a component part of the Foundation and may not be managed as a separate fund, account, or trust. The Endowment assets may be commingled or pooled with other assets managed by the Foundation and/or the Society for purposes of management, investment, and disbursement.

### Endowment Proceeds

The Foundation will invest, or cause to be invested, the Endowment Assets, but the Endowment will not be a trust and neither the Foundation nor the Society will be considered a trustee of the Endowment. PUPID understands and agrees that the Endowment will be the property of the Foundation and held in a corporate capacity. The Foundation will hold, manage, invest and reinvest the Endowment assets, collect the income and accretions to principal, and pay and disburse the income and principal, as appropriate, for the charitable purposes stated in this Agreement. The Endowment will be administered in accordance with the policies and practices established by the Foundation, subject to the oversight of the ISA Executive Board, in effect at this time and as may be amended in the future.

PUPID understands that the Foundation will annually set investment goals for the collective funds of the Foundation and provide the proportionate share of the income from such investments based on the value of the Endowment to the Foundation funds as a whole for the purposes of this Agreement. PUPID further understands that the investment goals are aspirational in nature and are not a guarantee of any rate of return. PUPID agrees that the Foundation may annually charge the Endowment for administrative expenses of the Foundation, including fund management fees, of up to 1.5% of the Endowment from share of the income generated by the Endowment. The balance of income will be used for the charitable purposes of this Agreement or growth of the Endowment, the proportion to each to be set periodically by the Foundation Board. **The first priority of the Endowment is to fund scholarships.** The Foundation presently has set that 5 percent of an endowment will be available each year for scholarship awards. The remaining income will be used for endowment growth and administrative fees. If the yearly available funds are not disbursed in full, the excess of those available funds will be reinvested into the Endowment as principal unless the situation is deemed to be “a hardship emergency” by the PUPID MOP and the PUPID Director requests that the funds be kept in a cash account to be used in that emergency.

**PUPID has MOP procedures for awarding their scholarship. These procedures become a part of this document that will direct the Foundation.** However, the procedures must be consistent with the charitable purposes of the Foundation, the Endowment agreement and the law. The Foundation reserves the right to reject any scholarship award it determines as inappropriate and all recommendations of PUPID will be considered legally non-binding. Similarly, PUPID reserves the right to reject any scholarship recommendation of the Foundation that it determines as inappropriate and all recommendations to PUPID by the Foundation will be considered legally non-binding as well.

#### Endowment Termination

There is no contemplated termination of the Endowment. However, if PUPID merges with another ISA Division or has a successor Division created, the Endowment will be consolidated with any scholarship endowment of the other Division. If PUPID is dissolved or otherwise ceases to exist as an ISA Division without a successor or if the purposes of the Endowment are no longer attainable, the Endowment will terminate and the assets will be transferred to the general fund of the Foundation for use for any charitable purpose permitted for Foundation funds, with scholarships having priority. If the Foundation is dissolved or otherwise ceases to exist, then after paying or making provision for the payment of all liabilities of the Foundation, the remaining assets shall be distributed to the Society, or if the Society no longer qualifies, to another organization organized and operated exclusively for charitable, educational, or scientific purposes under Section 501(c)(3) of the Internal Revenue Code that conducts a program that is similar in mission as determined by the ISA Executive Board.

#### General

This Agreement will be binding upon and inure to the benefit of the parties and their successors or assigns.

This Agreement will be governed and interpreted in accordance with the laws of the State of North Carolina applicable to contracts wholly executed and performed within that state.

If any part of this Agreement is found to be invalid or unenforceable, then that part will be modified as required to make it valid and enforceable or, if incapable of such modification, stricken and the remainder of the Agreement will remain valid and enforceable.

This Agreement will become effective upon acceptance by the Foundation after signature of authorized representatives of the parties where provided below.

**ISA Industries & Sciences Department**

Signature:

Larry E Wells

Name:

LARRY E. WELLS

Title:

ISA VP

Date:

9/30/02

**ISA Pulp & Paper Division**

Signature:

Brad S Carlberg

Name:

BRAD S. CARLBERG, P.E.

Title:

PULP & PAPER DIVISION DIRECTOR

Date:

26 AUGUST 2002

Receipt of the contribution and acceptance of the terms of the gift is acknowledged.

**ISA Foundation**

Signature:

Molly Rodgers

Name:

Molly Rodgers

Title:

Director

Date:

10-8-02

**THE INSTRUMENTATION, SYSTEMS, & AUTOMATION SOCIETY  
SCHOLARSHIP APPLICATION FORM**

**PULP AND PAPER INDUSTRY DIVISION**

Name: \_\_\_\_\_

Present address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Permanent address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone: \_\_\_\_\_

Name of ISA parent or your ISA number: \_\_\_\_\_

Year of high school graduation: \_\_\_\_\_

College or university now attending: \_\_\_\_\_

\_\_\_\_\_

Anticipated graduation date: \_\_\_\_\_

Class as of Fall, year: \_\_\_\_\_

Major/minor course of study: \_\_\_\_\_

\_\_\_\_\_

Cumulative G.P.A. \_\_\_\_\_

**THE INSTRUMENTATION, SYSTEMS, & AUTOMATION SOCIETY  
SCHOLARSHIP APPLICATION FORM**

**PULP AND PAPER INDUSTRY DIVISION**

For High School and College:

Describe school activities and leadership roles:

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List awards, offices held, committees on which you've served:

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List extracurricular activities and hobbies:

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List part time and summer employment:

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Describe the most important things you have learned from your employment:

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**THE INSTRUMENTATION, SYSTEMS, & AUTOMATION SOCIETY  
SCHOLARSHIP APPLICATION FORM**

**PULP AND PAPER INDUSTRY DIVISION**

Explain your need for this scholarship:

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Discuss your interest and participation in the pulp and paper industry thus far and in the future:

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Please send this completed applications form, an official transcript, and three letters of recommendation to:  
(Form can be obtained electronically by e-mailing wallermh@muohio.edu)

Professor Michael H. Waller  
PUPID/ISA Scholarship  
Paper Science and Engineering Department  
Miami University  
Oxford, OH 45056  
Phone: (513) 529-2205  
FAX: (513) 529-2201

All materials must arrive by February 28. All applicants will be notified by April 15.

# THE INSTRUMENTATION, SYSTEMS, AND AUTOMATION SOCIETY

## PULP AND PAPER INDUSTRY DIVISION SCHOLARSHIPS

The Pulp and Paper Industry Division of The Instrumentation, Systems, and Automation Society has established a scholarship to increase interest in the instrumentation and process control components of the pulp and paper industry. Two \$1000 scholarships, one for an undergraduate student and one for a graduate student, will be offered for each school year. One will be offered to a student entering their junior year, and the other to a student entering their senior year. The winner of the junior year scholarship is eligible to apply for the senior year scholarship the following year, on an equal basis with all other candidates.

Selection of the scholarship winners will be based on the Scholarship Committee's opinion of the candidate's potential contribution to the pulp and paper industry.

To be eligible to apply for one of the scholarships, a candidate must be:

1. Either a student member, or a dependent of a member of the Instrument Society of America.
2. Enrolled as an undergraduate leading to a bachelor's in an engineering, science, or pulp & paper program or a graduate leading to a master's degree in a pulp & paper program.
3. A junior or senior during the school year or if a graduate student within one year of receiving the Master's degree.
4. Able to demonstrate a significant interest in the instrumentation/process control component of the pulp and paper industry.

Candidates can download the [application form](#) complete it and return it to M.H.Waller, PUPID/ISA Scholarship, Paper Science and Engineering Department, Miami University, Oxford, OH, 45056, calling (513) 529-2205, or sending an e-mail to wallermh@muohio.edu. To apply, candidates must send the following items to the above address, to arrive no later than February 28:

1. Completed application form.
2. Official transcript from the applicant's university.
3. Three letters of recommendation from persons familiar with the applicant's character, interest in the pulp and paper industry, educational accomplishments, school activities and leadership roles.

Scholarship winners will be notified by April 15. Unsuccessful candidates will be notified at the same time.