



Memorandum of Agreement

for the creation of the

Rada Endowed PhD Thesis Research Award in Artificial Intelligence and Healthcare

in the

College of Engineering

This memorandum of agreement (the “Agreement”) is made between Dr. Roy Rada (the “Donor”), and Wayne State University (the “University” or “WSU”), a Michigan Constitutional Corporation, to establish a gift fund to be held and administered by the University.

I. Introduction

This Agreement sets forth the mutual understanding of the Donor and WSU regarding the gift that is described in this document. This Agreement will be made a part of the University’s records and will govern the University’s administration of the gift.

II. Donor Commitment

The Donor agrees to make a generous gift to the University to establish the Rada Endowed PhD Thesis Research Award in Artificial Intelligence and Healthcare (the “Fund”) in the College of Engineering.

The Donor, in consideration of the mutual promises of the parties to this Agreement and the gifts and pledges of others, hereby makes the University a generous gift of \$25,000 to establish the Fund. This gift shall be paid in a single payment on or before December 31, 2024.

III. University’s Commitment

In consideration of the Donor’s philanthropic commitment, the University agrees to establish and administer the Fund, subject to the terms of this agreement.

IV. Purpose and Administration

The purpose of this Fund is to provide support for awards to full and part-time PhD candidates in the College of Engineering who are in good academic standing and need not demonstrate financial need. Recipients may use awards for tuition, fees, and other educational expenses.

Preference will be given to eligible applicants with a thesis hypothesis at the intersection of artificial intelligence and healthcare. If no eligible applicants meet that preference, then preference shall be given to eligible applicants with a thesis hypothesis focused on artificial intelligence.

It is the Donor's wish that at least one award is made annually, and the number of awards may be increased at the discretion of the Dean of the College of Engineering as the annualized spending distribution from the Fund grows sufficiently to support such an increase.

The College of Engineering Scholarship Committee will select recipients of this scholarship in accordance with WSU's policies and procedures at the time of the award. The Office of Student Financial Aid will distribute awards according to University policies and procedures. Recipients may renew this award provided they continue to meet all criteria in this agreement, but renewal of this award is not automatic. Recipients must reapply and be reevaluated in order to receive a renewal of this award.

Expenditures are contingent upon funds available in the Fund's spending account. The Donor or others may make additional contributions to the Fund at any time. In accordance with University policy, gifts to the Fund's spending account will be assessed the administrative fee that is in effect at the time the gifts are received by the University.

V. Recognition and Reporting

WSU acknowledges with gratitude the gift made to establish this Fund. WSU will encourage recipients of the Fund to communicate their appreciation to the Donor, where appropriate.

The Office of Donor Experience will provide the Donor during their lifetime (or thereafter, the Donor's Designee as they appear in University records) with an annual report and financial statement for the named fund. The Donor hereby assigns to Pauline Rada the Donor's rights and obligations under Section V. Such assignment shall take effect upon the Donor's death. Should Pauline Rada predecease the Donor, such rights and obligations shall transfer to Ray Rada upon the Donor's death.

VI. Endowment Fund Administration

In accordance with University policy, endowment funds are established subject to the approval of the WSU Board of Governors. The University may transfer the Fund to the WSU Foundation ("Foundation") for investment purposes. The Foundation manages the investment of the University's endowment funds.

Each endowed fund is comprised of an invested principal/corpus that is not spent; such principal/corpus earns income and a portion of that income, the annualized spending distribution, is directed to the endowed fund's beneficiary/spending account, which in turn is used to support the specified purpose of the endowed fund.

VII. Future Considerations

If changing conditions make these provisions no longer applicable, practical or suited to the general purposes stated above, WSU will make reasonable efforts to consult with the Donor (or Donor Representative) regarding the alternate use of the Fund related as closely as possible to the Donor's original interest and intent. The final decision on the alternate use of the funds rests with the University.

The Donor hereby assigns to the named Designee Pauline Rada the Donor's rights and obligations under Section VII. Such assignment shall take effect upon the Donor's death. Should Pauline Rada predecease Donor, such rights and obligations shall transfer to Ray Rada upon the Donor's death.

If WSU policies and procedures in effect for the administration of expendable or endowment funds are changed, these provisions will be automatically modified to conform to the changes.

WSU reserves the right to modify or disregard any provisions in this Agreement if it is determined that they are contrary to the law or existing University policy.

VIII. Entire Agreement and Amendment

This Agreement sets forth the final and complete agreement between the Parties with respect to its subject matter. All prior agreements, promises and representations relating to this subject matter are hereby superseded by this Agreement.

This Agreement may not be amended, modified, or supplemented except by a written instrument signed by the Donor during her lifetime (or thereafter, the Donor's Designee as they appear in University records) and WSU.

The Donor hereby assigns to the named Designee Pauline Rada the Donor's rights and obligations under Section VIII. Such assignment shall take effect upon the Donor's death. Should Pauline Rada predecease Donor, such rights and obligations shall transfer to Ray Rada upon the Donor's death.

IX. Governing Law

This agreement is governed in all respects by the law of the State of Michigan, exclusive of its conflict of laws principles.

The Donor and WSU accept the terms of this Agreement as evidenced by the signatures below:

DONOR

WAYNE STATE UNIVERSITY

By: Roy Rada 12 / 09 / 2024
Dr. Roy Rada Date

Donor's Designee:

By: David W. Ripple 12 / 06 / 2024
David W. Ripple Date
Vice President for Development
& Alumni Affairs
President, WSU Foundation

By signing below, I agree that,
upon the Donor's death, I shall
serve as the Donor's Designee
pursuant to sections V., VII.,
and VIII. above.

Approved as to form on behalf of the
WSU Office of the General Counsel

By: Paul Rada 12 / 09 / 2024
Pauline Rada Date
Donor's Designee

By: Thomas F. Cavalier 12 / 06 / 2024
Thomas F. Cavalier Date
Associate General Counsel