



<b>SUBJECT</b>	Endowment Variations: Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Professorship Endowment Fund Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Chair in Gynaecologic Oncology Endowment Fund
<b>SUBMITTED TO</b>	Finance Committee
<b>MEETING DATE</b>	November 17, 2022
<b>SESSION CLASSIFICATION</b>	Recommended session criteria from Board Meetings Policy: OPEN
<b>REQUEST</b>	APPROVAL REQUESTED IT IS HEREBY RESOLVED that the Finance Committee, with authority delegated by the Board of Governors, approves: <ul style="list-style-type: none"> <li>i. the change of name of the “Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Professorship Endowment Fund” to the “Dr. Chew Wei MBBS [HK] FRCOG [ENG] Professorship Endowment Fund” and the Amended and Restated Endowment Trust Agreement attached as Appendix 1 to the briefing; and,</li> <li>ii. the change of name of the “Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Chair in Gynaecologic Oncology Endowment Fund” to the “Dr. Chew Wei MBBS [HK] FRCOG [ENG] Chair in Gynaecologic Oncology Endowment Fund” and the Amended and Restated Endowment Trust Agreement attached as Appendix 2 to the briefing.</li> </ul>
<b>LEAD EXECUTIVE</b>	Hubert Lai, K.C., University Counsel
<b>SUPPORTED BY</b>	Heather McCaw, Vice-President Development & Alumni Engagement Dr. Dermot Kelleher, Vice-President Health and Dean, Faculty of Medicine Lorena Vlad, Legal Counsel

**PRIOR SUBMISSIONS**

The subject matter of this submission has not previously been considered by the Finance Committee.

**EXECUTIVE SUMMARY**

The Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Professorship Endowment Fund (the “**Professorship Fund**”) was established in 2010 and the Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Chair in Gynaecologic Oncology Endowment Fund (the “**Chair Fund**”) and together with the Professorship Fund, the “**Funds**”) was established in 2015 with gifts from Mrs. Margaret Chew (the “**Donor**”) and the family of the late Dr. Chew Wei.

The Professorship Fund supports the Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Professorship (the “**Professorship**”) and the Chair Fund supports the Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Chair in Gynaecologic Oncology (the “**Chair**”).

The Donor has requested that the names of the Professorship and the Chair, as well as the Professorship Fund and the Chair Fund, be changed to remove the word “Memorial”. Under the Honorifics Policy and the Naming Policy, changing the names of the Professorship and Chair requires the approval of the Provost and Vice-President, Academic, and the Vancouver Senate, respectively. Those approvals were granted on August 3, 2022 by Professor Moura Quayle, in her capacity as the Provost and Vice-President Academic *pro tem*, UBC Vancouver and on October 19, 2022 by the Vancouver Senate. Approval of changes to the terms of endowment funds, including their names, rests with the Board of Governors, which has delegated that authority to the Finance Committee.

In addition to updating the name of the Professorship Fund and the Chair Fund, it is recommended that, as with other endowment funds to which changes are being made, we take the opportunity to restate the original Endowment Trust Agreements for the Professorship Fund and the Chair Fund using UBC's current standards.

It is therefore requested that the Finance Committee, with authority delegated by the Board of Governors, approve:

1. the change of the name of the Professorship Fund to the "Dr. Chew Wei MBBS [HK] FRCOG [ENG] Professorship Endowment Fund" and the Amended and Restated Endowment Trust Agreement attached as Appendix 1; and
2. the change of the name of the Chair Fund to the "Dr. Chew Wei MBBS [HK] FRCOG [ENG] Chair in Gynaecologic Oncology Endowment Fund" and the Amended and Restated Endowment Trust Agreement attached as Appendix 2.

Section 1 of the Endowment Trust Agreement for each Fund permits the name of the Fund to be changed at the request of the Donor, but subject to approval of the Board of Governors. Further, the Board of Governors' authority to vary the terms of each Fund is found in section 7 of the Endowment Trust Agreement for each Fund, which states that the Board of Governors may vary the terms if, as a result of the Donor's wishes or other circumstances, the Board of Governors is of the opinion that it would be advisable to vary one or more of the terms of the Endowment Trust Agreement, keeping in mind the original spirit of the Gift (as defined in each Endowment Trust Agreement).

The Vice-President Development & Alumni Engagement, the Dean of the Faculty of Medicine and Vice-President Health, and the University Counsel support this request. The President recommends that the Finance Committee, in accordance with authority delegated by the Board of Governors, approves the proposed changes to each Fund.

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## **APPENDICES**

1. Proposed Amended and Restated Endowment Trust Agreement for the Dr. Chew Wei MBBS [HK] FRCOG [ENG] Professorship Endowment Fund
2. Proposed Amended and Restated Endowment Trust Agreement for the Dr. Chew Wei MBBS [HK] FRCOG [ENG] Chair in Gynaecologic Oncology Endowment Fund

## **SUPPLEMENTAL MATERIALS (optional reading for Governors)**

1. Existing Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Professorship Endowment Trust Agreement
2. Blackline showing proposed amendments to the existing Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Professorship Endowment Trust Agreement
3. Existing Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Chair in Gynaecologic Oncology Endowment Trust Agreement
4. Blackline showing proposed amendments to the existing Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Chair in Gynaecologic Oncology Endowment Trust Agreement



**DR. CHEW WEI MBBS [HK] FRCOG [ENG] PROFESSORSHIP  
ENDOWMENT TRUST AGREEMENT**

Amended and Restated as at \_\_\_\_\_, 2022

*(Varies the original Endowment Trust Agreement for the Dr. Chew Wei MBBS [HK] FRCOG [ENG] Professorship Endowment Fund approved December 2, 2010)*

### 1. Establishment of Fund

The gift of **\$3,000,000** (the “**Gift**”) from Mrs. Margaret Chew (the “**Donor**”) and the family of the late Dr. Chew Wei will be used to establish the Dr. Chew Wei MBBS [HK] FRCOG [ENG] Professorship Endowment Fund (the “**Fund**”) at The University of British Columbia (the “**University**”).

The name of the Fund may be changed at the request of the Donor, but subject to the approval of the Board of Governors of the University.

### 2. Purpose of the Fund

The purpose of the Fund is to support a professorship (the “**Professorship**”) that promotes education and research in the field of gynaecologic oncology in the Department of Obstetrics and Gynaecology in the Faculty of Medicine at the University (the “**Purpose**”).

The University will hold the Fund in trust, use the Fund to support the Purpose and manage the Fund in accordance with the University’s policies, including the Endowment Policy and its associated procedures, as amended from time to time (the “**Policies**”). Without limiting the generality of the foregoing, the University will:

- (a) make an annual allocation based on the spending rate established under the Endowment Policy and credit the annual allocation to the Fund’s spending account; and
- (b) use the funds in the spending account to support the Purpose.

### 3. The Endowment Pool

The University manages a large number of endowment funds in its endowment pool (the “**Endowment Pool**”), of which the Fund will be one. All of the endowment funds that make up the Endowment Pool are governed by the Policies.

### 4. Investment of the Fund

The University:

- (a) may invest and reinvest the Fund in such investments as the University decides and in making those investments the University is not limited to the investments authorized by the *Trustee Act* of British Columbia or any other law relating to trust funds; and

(b) shall invest and maintain the Fund as part of the Endowment Pool.

## 5. Additional Contributions

The University may accept or make further contributions to the Fund, from any source, whether by gift, Will or otherwise, provided that any further contributions will be governed by the trust terms established in this Endowment Trust Agreement.

## 6. Encroachment on the Fund

Although very uncommon, circumstances may arise where it is advisable for the University to encroach on the Fund. The University may encroach on the Fund in such circumstances but only if that encroachment is recommended by the President to the Board of Governors and is approved by the Board of Governors.

## 7. University Policy

Decisions, financial and otherwise, with respect to the selection of the holder of the Professorship and his or her continuing relationship with the University as well as any matters relating to the investment, management, use and administration of the Fund will be made in accordance with the Policies.

## 8. Variation of Terms

If, as a result of the Donor's wishes or other circumstances, the Board of Governors is of the opinion that it would be advisable to vary one or more terms of this Endowment Trust Agreement, keeping in mind the spirit of the original Purpose, the Board of Governors may vary the term(s).

## 9. General

- (a) **Headings.** The use of headings is for convenient reference only and will not affect how this Endowment Trust Agreement is interpreted.
- (b) **Counterparts.** This Endowment Trust Agreement may be signed by original or by facsimile and executed in any number of counterparts, and each counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

(c) **Entire Agreement.** This Endowment Trust Agreement constitutes the entire agreement between the parties with respect to the matters set out herein and the Donor acknowledges that there are no terms or conditions governing the University's use of the Fund other than as expressly set out in this Endowment Trust Agreement.

The University has executed this amended and restated Endowment Trust Agreement on the date appearing below.

**The University of British Columbia**  
by its Authorized Signatory

Approved as to form by the Office of the  
University Counsel

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Deborah Buszard  
Interim President and Vice-Chancellor

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Date

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Date



**DR. CHEW WEI MBBS [HK] FRCOG [ENG] CHAIR IN GYNAECOLOGIC ONCOLOGY  
ENDOWMENT TRUST AGREEMENT**

Amended and Restated as at \_\_\_\_\_, 2022

*(Varies the original Endowment Trust Agreement for the Dr. Chew Wei MBBS [HK]  
FRCOG [ENG] Chair in Gynaecologic Oncology Endowment Fund  
approved December 18, 2015)*

### 1. Establishment of Fund

The gift of **\$3,000,000** (the “**Gift**”) from Mrs. Margaret Chew (the “**Donor**”) and the family of the late Dr. Chew Wei will be used to establish the Dr. Chew Wei MBBS [HK] FRCOG [ENG] Chair in Gynaecologic Oncology Endowment Fund (the “**Fund**”) at The University of British Columbia (the “**University**”). The Donor has pledged an additional \$1,000,000 for a total of \$4,000,000 for this Fund.

The name of the Fund may be changed at the request of the Donor, but subject to the approval of the Board of Governors of the University.

### 2. Purpose of the Fund

The purpose of the Fund is to support the Dr. Chew Wei MBBS [HK] FRCOG [ENG] Chair in Gynaecologic Oncology (the “**Chair**”), to be held by the Head of the Division of Gynaecologic Oncology in the Faculty of Medicine at the University (the “**Purpose**”).

The University will hold the Fund in trust, use the Fund to support the Purpose and manage the Fund in accordance with the University’s policies, including the Endowment Policy and its associated procedures, as amended from time to time (the “**Policies**”). Without limiting the generality of the foregoing, the University will:

- (a) make an annual allocation based on the spending rate established under the Endowment Policy and credit the annual allocation to the Fund’s spending account; and
- (b) use the funds in the spending account to support the Purpose.

### 3. The Endowment Pool

The University manages a large number of endowment funds in its endowment pool (the “**Endowment Pool**”), of which the Fund will be one. All of the endowment funds that make up the Endowment Pool are governed by the Policies.

### 4. Investment of the Fund

The University:

- (a) may invest and reinvest the Fund in such investments as the University decides and in making those investments the University is not limited to the investments

authorized by the *Trustee Act* of British Columbia or any other law relating to trust funds; and

(b) shall invest and maintain the Fund as part of the Endowment Pool.

## 5. Additional Contributions

The University may accept or make further contributions to the Fund, from any source, whether by gift, Will or otherwise, provided that any further contributions will be governed by the trust terms established in this Endowment Trust Agreement.

## 6. Encroachment on the Fund

Although very uncommon, circumstances may arise where it is advisable for the University to encroach on the Fund. The University may encroach on the Fund in such circumstances but only if that encroachment is recommended by the President to the Board of Governors and is approved by the Board of Governors.

## 7. University Policy

Decisions, financial and otherwise, with respect to the selection of the holder of the Chair and his or her continuing relationship with the University as well as any matters relating to the investment, management, use and administration of the Fund will be made in accordance with the Policies.

## 8. Variation of Terms

If, as a result of the Donor's wishes or other circumstances, the Board of Governors is of the opinion that it would be advisable to vary one or more terms of this Endowment Trust Agreement, keeping in mind the spirit of the original Purpose, the Board of Governors may vary the term(s).

## 9. General

- (a) **Headings.** The use of headings is for convenient reference only and will not affect how this Endowment Trust Agreement is interpreted.
- (b) **Counterparts.** This Trust Agreement may be signed by original or by facsimile and executed in any number of counterparts, and each counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

(c) **Entire Agreement.** This Endowment Trust Agreement constitutes the entire agreement between the parties with respect to the matters set out herein and the Donor acknowledges that there are no terms or conditions governing the University's use of the Fund other than as expressly set out in this Endowment Trust Agreement.

The University has executed this amended and restated Endowment Trust Agreement on the dates appearing below.

**The University of British Columbia**  
by its Authorized Signatory

Approved as to form by the Office of the  
University Counsel

\_\_\_\_\_  
Deborah Buszard  
Interim President and Vice-Chancellor

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# THE UNIVERSITY OF BRITISH COLUMBIA

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## DR. CHEW WEI MBBS [HK] FRCOG [ENG] MEMORIAL PROFESSORSHIP ENDOWMENT TRUST AGREEMENT

### 1. Name of Fund

The gift of \$3,000,000 (the “Gift”) from **Mrs. Margaret Chew** (the “Donor”) and the family of the late **Dr. Chew Wei** will be used to establish the **Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Professorship Endowment Fund** (the “Fund”).

The name of the Fund may be changed at the request of the donor, but subject to the approval of the Board of Governors of the University of British Columbia (the “University”).

### 2. The Endowment Pool

The University manages a large number of endowment funds in its Endowment Pool (the “**Endowment Pool**”), of which the Fund will be one. All of the endowment funds that make up the Endowment Pool are governed by the University’s policies, including the Endowment Management Policy and its associated procedures, as amended from time to time (the “**Policies**”).

### 3. Purpose of the Fund

The purpose of the Fund is to **support a professorship that promotes education and research in the field of gynaecologic oncology in the Department of Obstetrics and Gynaecology in the Faculty of Medicine at the University.** (the “**Purpose**”).

The University will hold the Fund in trust and will use and manage the Fund in accordance with the Policies to support the Purpose. Without limiting the generality of the foregoing, the University will:

- (a) make an annual allocation based on the spending rate established under the Endowment Management Policy and credit the annual allocation to the Fund’s spending account; and
- (b) use the funds in the spending account to support the Purpose.

### 4. Investment of the Fund

The University may:

- (a) invest and reinvest the Fund in such investments as the University decides and in making those investments the University is not limited to the investments authorized by the *Trustee Act* of British Columbia or any other law relating to trust funds; and
- (b) invest and maintain the Fund as part of the Endowment Pool.

## 5. **Additional Contributions**

The University may accept or make further contributions to the Fund, from any source, whether by gift, Will or otherwise, provided that any further contributions will be governed by the trust terms established in this Endowment Trust Agreement.

## 6. **Encroachment on the Fund**

Although very uncommon, circumstances may arise where it is advisable for the University to encroach on the Fund. The University may encroach on the Fund in such circumstances but only if that encroachment is recommended by the President to the Board of Governors and is approved by the Board of Governors.

## 7. **University Policy**

Decisions, financial and otherwise, with respect to the selection of the holder of the Professorship and on his or her continuing relationship with the University as well as any matters relating to the investment, management, use or administration of the Fund will be made in accordance with the Policies.”

If, as a result of the Donor's wishes or other circumstances, the Board of Governors is of the opinion that it would be advisable to vary one or more terms of this Endowment Trust Agreement, keeping in mind the original spirit of the Gift, the Board of Governors may vary the term[s].

## 8. **General**

- (a) **Headings.** The use of headings is for convenient reference only and will not affect how this Endowment Trust Agreement is interpreted.
- (b) **Counterparts.** This Endowment Trust Agreement may be signed by original or by facsimile and executed in any number of counterparts, and each counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.
- (c) **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters set out herein and the Donor acknowledges that there are no terms or conditions governing the University's use of the Fund other than as expressly set out in this Agreement.

TO EVIDENCE THEIR AGREEMENT the Donor and the University have executed this Endowment Trust Agreement on the dates appearing below.

SIGNED by the Donor in the presence of: )

  
(Signature)

Sarah J. Roth  
(Print Name)

4333 W. 11<sup>th</sup> Ave  
(Address)

Assistant Dean, Development  
(Occupation)

Oct. 27, 2010  
Date

  
Signature of Donor

**The University of British Columbia**  
by its Authorized Signatory:

  
Stephen J. Toope  
President and Vice-Chancellor

2 December 2010  
Date

Approved as to form by the Office of the  
University Counsel:

  
Date: Dec 2, 2010



~~THE UNIVERSITY OF BRITISH COLUMBIA~~

~~THE UNIVERSITY OF BRITISH COLUMBIA~~

DR. CHEW WEI MBBS [HK] FRCOG [ENG] ~~MEMORIAL~~ PROFESSORSHIP

ENDOWMENT TRUST AGREEMENT

Amended and Restated as at \_\_\_\_\_, 2022

(Varies the original Endowment Trust Agreement for the Dr. Chew Wei MBBS [HK] FRCOG [ENG] Professorship Endowment Fund approved December 2, 2010)

1. ~~Name~~ Establishment of Fund

The gift of \$3,000,000 (the “Gift”) from Mrs. Margaret Chew (the “Donor”) and the family of the late Dr. Chew Wei will be used to establish the Dr. Chew Wei MBBS [HK] FRCOG [ENG] ~~Memorial~~ Professorship Endowment Fund (the “Fund”) at The University of British Columbia (the “University”).

The name of the Fund may be changed at the request of the ~~donor~~ Donor, but subject to the approval of the Board of Governors of the University ~~of British Columbia (the “University”).~~

~~2. The Endowment Pool~~

~~The University manages a large number of endowment funds in its Endowment Pool (the “Endowment Pool”), of which the Fund will be one. All of the endowment funds that make up the Endowment Pool are governed by the University’s policies, including the Endowment Management Policy and its associated procedures, as amended from time to time (the “Policies”).~~

2. ~~3.~~ Purpose of the Fund

The purpose of the Fund is to support a professorship (the “Professorship”) that promotes education and research in the field of gynaecologic oncology in the Department of Obstetrics and Gynaecology in the Faculty of Medicine at the University ~~;~~ (the “Purpose”).

The University will hold the Fund in trust ~~and will~~ use the Fund to support the Purpose and manage the Fund in accordance with the University’s policies, including the Endowment Policy and its associated procedures, as amended from time to time (the “Policies to support the Purpose”). Without limiting the generality of the foregoing, the University will:

- (a) make an annual allocation based on the spending rate established under the Endowment ~~Management~~ Policy and credit the annual allocation to the Fund’s spending account; and
- (b) use the funds in the spending account to support the Purpose.

### 3. The Endowment Pool

The University manages a large number of endowment funds in its endowment pool (the "Endowment Pool"), of which the Fund will be one. All of the endowment funds that make up the Endowment Pool are governed by the Policies.

### 4. Investment of the Fund

The University :

(a) may:~~(a)~~ invest and reinvest the Fund in such investments as the University decides and in making those investments the University is not limited to the investments authorized by the *Trustee Act* of British Columbia or any other law relating to trust funds; and

(b) shall invest and maintain the Fund as part of the Endowment Pool.

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## 5. Additional Contributions

The University may accept or make further contributions to the Fund, from any source, whether by gift, Will or otherwise, provided that any further contributions will be governed by the trust terms established in this Endowment Trust Agreement.

## 6. Encroachment on the Fund

Although very uncommon, circumstances may arise where it is advisable for the University to encroach on the Fund. The University may encroach on the Fund in such circumstances but only if that encroachment is recommended by the President to the Board of Governors and is approved by the Board of Governors.

## 7. University Policy

Decisions, financial and otherwise, with respect to the selection of the holder of the Professorship and ~~on~~ his or her continuing relationship with the University as well as any matters relating to the investment, management, use ~~of~~ and administration of the Fund will be made in accordance with the Policies."

## 8. Variation of Terms

If, as a result of the Donor's wishes or other circumstances, the Board of Governors is of the opinion that it would be advisable to vary one or more terms of this Endowment Trust Agreement, keeping in mind the ~~original~~ spirit of the ~~Gift~~ original Purpose, the Board of Governors may vary the term ~~of~~ (s).

## 9. ~~8.~~ General

- (a) **Headings.** The use of headings is for convenient reference only and will not affect how this Endowment Trust Agreement is interpreted.
- (b) **Counterparts.** This Endowment Trust Agreement may be signed by original or by facsimile and executed in any number of counterparts, and each counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

(c) **Entire Agreement.** This Endowment Trust Agreement constitutes the entire agreement between the parties with respect to the matters set out herein and the Donor acknowledges that there are no terms or conditions governing the University's use of the Fund other than as expressly set out in this Endowment Trust Agreement.

~~TO EVIDENCE THEIR AGREEMENT the Donor and the~~The University ~~have~~has executed this amended and restated Endowment Trust Agreement on the ~~date~~date appearing below.

*Manfuller*

San J Roth

*San J Roth*

4 W. 11<sup>th</sup> Ave

(Print Name)

(Address)

tant Dean, Development

(Occupation)

Oct. 27, 2010

Date

*[Signature]*  
Form ETA-CHAIR and PROFESSORSHIP  
version Oct 2022

Endowment  
Fund

The University of British Columbia \_\_\_\_\_ Approved as to form by the Office of the  
by its Authorized Signatory: University Counsel

~~Stephen J. Type~~

Deborah Buszard

Interim President \_\_\_\_\_ @ \_\_\_\_\_ and

Vice-Chancellor

Signature of Donor

2 December 2010

Date

Approved as to form by the Office of the University Counsel

*[Handwritten Signature]*

Date:

Dec 2, 2010



**DR. CHEW WEI MBBS [HK] FRCOG [ENG] MEMORIAL CHAIR  
IN GYNAECOLOGIC ONCOLOGY**

**ENDOWMENT  
TRUST AGREEMENT**

**1. Name of Fund**

The gift of \$3,000,000 (the “**Gift**”) from Mrs. Margaret Chew (the “**Donor**”) and the family of the late Dr. Chew Wei will be used to establish the Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Chair in Gynaecologic Oncology Endowment Fund (the “**Fund**”). At the time of this Agreement, the Donor has pledged an additional \$1,000,000 for a total of \$4,000,000 for this Fund.

The name of the Fund may be changed at the request of the Donor, but subject to the approval of the Board of Governors of the University of British Columbia (the “**University**”)

**2. The Endowment Pool**

The University manages a large number of endowment funds in its Endowment Pool (the “**Endowment Pool**”), of which the Fund will be one. All of the endowment funds that make up the Endowment Pool are governed by the University’s policies, including the Endowment Management Policy and its associated procedures, as amended from time to time (the “**Policies**”).

**3. Purpose of the Fund**

The purpose of the Fund is to support the Dr. Chew Wei MBBS [HK] FRCOG [ENG] Memorial Chair in Gynaecologic Oncology, to be held by the Head of the Division of Gynaecologic Oncology in the Faculty of Medicine, at the University (the “**Purpose**”). At the date of this Agreement, the Head is Dr. Dianne Miller.

The University will hold the Fund in trust and will use and manage the Fund in accordance with the Policies to support the Purpose. Without limiting the generality of the foregoing, the University will:

- (a) make an annual allocation based on the spending rate established under the Endowment Management Policy and credit the annual allocation to the Fund’s spending account; and
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**4. Investment of the Fund**

The University may:

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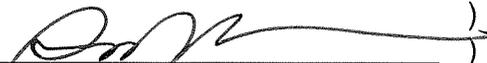
If, as a result of the Donor's wishes or other circumstances, the Board of Governors is of the opinion that it would be advisable to vary one or more terms of this Endowment Trust Agreement, keeping in mind the original spirit of the Gift, the Board of Governors may vary the term[s].

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TO EVIDENCE THEIR AGREEMENT the Donor and the University have executed this Endowment Trust Agreement on the dates appearing below.

SIGNED by the Donor in the presence of:

  
(Signature)

Sarah J Roth  
(Print Name)

4333 W 11th Ave  
(Address)

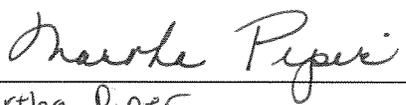
Assistant Dean, UBC  
(Occupation)

April 7, 2015  
Date

  
Signature of Donor

**The University of British Columbia**

by its Authorized Signatory:

  
Martha Piper  
President and Vice-Chancellor

December 18, 2015  
Date

Approved as to form by the Office of the University Counsel:



Date: Dec 14, 2015



~~THE UNIVERSITY OF BRITISH COLUMBIA~~



**DR. CHEW WEI MBBS [~~HK~~HK] FRCOG [ENG]-MEMORIAL CHAIR IN  
GYNAECOLOGIC ONCOLOGY  
ENDOWMENT TRUST AGREEMENT**

Amended and Restated as at \_\_\_\_\_, 2022

*(Varies the original Endowment Trust Agreement for the Dr. Chew Wei MBBS  
[HK] FRCOG [ENG] Chair in Gynaecologic Oncology Endowment Fund  
approved December 18, 2015)*

**1. ~~Name~~Establishment of Fund**

The gift of **\$3,000,000** (the “**Gift**”) from Mrs. Margaret Chew (the “**Donor**”) and the family of the late Dr. Chew Wei will be used to establish the Dr. Chew Wei MBBS [HK] FRCOG [ENG]-~~Memorial~~ Chair in Gynaecologic Oncology Endowment Fund (the “**Fund**”). ~~At the time of this Agreement, the~~ at The University of British Columbia (the “**University**”). The Donor has pledged an additional \$1,000,000 for a total of \$4,000,000 for this Fund.

The name of the Fund may be changed at the request of the Donor, but subject to the approval of the Board of Governors of the University ~~of British Columbia (the “**University**”)~~

**~~2. The Endowment Pool~~**

~~The University manages a large number of endowment funds in its **Endowment Pool** (the “**Endowment Pool**”), of which the Fund will be one. All of the endowment funds that make up the Endowment Pool are governed by the University’s policies, including the **Endowment Management Policy** and its associated procedures, as amended from time to time (the “**Policies**”).~~

**2. ~~3.~~ Purpose of the Fund**

The purpose of the Fund is to support the Dr. Chew Wei MBBS [HK] FRCOG [ENG] ~~Memorial~~ Chair in Gynaecologic Oncology (the “**Chair**”), to be held by the Head of the Division of Gynaecologic Oncology in the Faculty of Medicine, at the University (the “**Purpose**”). ~~At the date of this Agreement, the Head is Dr. Dianne Miller.~~

The University will hold the Fund in trust ~~and will~~, use the Fund to support the Purpose and manage the Fund in accordance with the University’s policies, including the Endowment Policy and its associated procedures, as amended from time to time (the “**Policies to support the Purpose**”). Without limiting the generality of the foregoing, the University will:

- (a) make an annual allocation based on the spending rate established under the Endowment ~~Management~~ Policy and credit the annual allocation to the Fund's spending account; and
- (b) use the funds in the spending account to support the Purpose.

### 3. The Endowment Pool

The University manages a large number of endowment funds in its endowment pool (the "Endowment Pool"), of which the Fund will be one. All of the endowment funds that make up the Endowment Pool are governed by the Policies.

### **4. Investment of the Fund**

The University :

- (a) may: ~~(a)~~ invest and reinvest the Fund in such investments as the University decides and in making those investments the University is not limited to the investments authorized by the *Trustee Act* of British Columbia or any other law relating to trust funds; and
  - (b) shall invest and maintain the Fund as part of the Endowment Pool.
- a.**

## 5. Additional Contributions

The University may accept or make further contributions to the Fund, from any source, whether by gift, Will or otherwise, provided that any further contributions will be governed by the trust terms established in this Endowment Trust Agreement.

## 6. Encroachment on the Fund

Although very uncommon, circumstances may arise where it is advisable for the University to encroach on the Fund. The University may encroach on the Fund in such circumstances but only if that encroachment is recommended by the President to the Board of Governors and is approved by the Board of Governors.

## 7. University Policy

Decisions, financial and otherwise, with respect to the selection of the holder of the Chair and ~~on~~ his or her continuing relationship with the University as well as any matters relating to the investment, management, use ~~of~~ and administration of the Fund will be made in accordance with the Policies.

## 8. Variation of Terms

If, as a result of the Donor's wishes or other circumstances, the Board of Governors is of the opinion that it would be advisable to vary one or more terms of this Endowment Trust Agreement, keeping in mind the ~~original~~ spirit of the ~~Gift~~ original Purpose, the Board of Governors may vary the term [(s)].

## 9. ~~8.~~ General

- (a) **Headings.** The use of headings is for convenient reference only and will not affect how this Endowment Trust Agreement is interpreted.
- (b) **Counterparts.** This ~~Endowment~~ Trust Agreement may be signed by original or by facsimile and executed in any number of counterparts, and each counterpart will be considered to be an original. All executed counterparts taken together will constitute one agreement.

<u>E n d o w m e n t</u> <u>F u n d</u>
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(c) **Entire Agreement.** This Endowment Trust Agreement constitutes the entire agreement between the parties with respect to the matters set out herein and the Donor acknowledges that there are no terms or conditions governing the University's use of the Fund other than as expressly set out in this Endowment Trust Agreement.

~~TO EVIDENCE THEIR AGREEMENT the Donor and the~~

The University ~~have~~has executed this amended and restated Endowment Trust Agreement on the dates appearing below.

Form ETA-ST

Endowment Fund  
Unique Identifier:

SIGNED by the Donor in the presence of: →

  
\_\_\_\_\_)  
)  
Sarah J Roth )  
)

(Print Name)

4333 W 11th Ave  
\_\_\_\_\_

(Address)

Assistant Dean, URC  
\_\_\_\_\_  
Form ETA-SHAR and PROFESSORSHIP  
Version Oct 2013

April 7, 2015  
\_\_\_\_\_

Endowment  
Fund  
Endowment Fund  
Unique Identifier:

Date

The University of British Columbia ~~by its Authorized Signatory:~~



~~President and Vice-Chancellor~~

Form ETA-ST

Endowment  
Fund



December 18, 2015

**Date** Approved as to form by the Office of the

by its Authorized Signatory University Counsel:

Deborah Buszard  
Interim President and Vice-Chancellor

Elmer C

Dec 14, 2015

Date: Date

Endowment  
Fund