**CORPORATE GIFT AGREEMENT**

This Corporate Gift Agreement (“Gift Agreement”) is made effective as of [***insert date of this agreement***] (“Effective Date”), by and between [***insert full name of Donor***], with offices at [***insert Donor’s address***] (“Donor”) and the Board of Regents (“BOR”) of The University of Texas System (“System”).

**RECITALS**

Donor wishes to make a charitable gift to the BOR as set forth in this Gift Agreement.

The BOR desires to accept such gift, subject to the terms and conditions set forth in this Gift Agreement.

**AGREEMENT**

NOW THEREFORE, the parties hereby agree as follows:

1. **Gift**. Donor hereby pledges to the BOR for the use and benefit of The University of Texas [***insert name of institution***] ("University") the following gift(s): [***insert description of gift***] ("Gift").

2. **Payment of the Gift**. Payment of the Gift shall be made [***if one time gift insert “on or before” and then******insert date of payment or, if the gift is to be made in installments or a series of payments, insert the total amount of the gift and then insert the dates or schedule such series of payments will be made and the amount of each payment***]. The Gift shall be paid by Donor via [***insert form of payment*** ***and,*** ***if by check, insert “payable to The University of Texas {insert name of institution}”***]. Payment(s) shall be sent to [***insert address for checks or, if by wire transfer, insert “pursuant to wiring instructions to be provided to Donor by the University”***].

3. **Use of the Gift**. The Gift may be used [***insert* *“for any purposes within the University’s mission or purposes” or, if Donor has specific requirements, insert Donor’s use requirements; if applicable, insert appropriate endowment language***].

4. **Acknowledgment**. The BOR wishes to acknowledge the Gift by granting Donor a license to erect its name or mark on a facility, subject to the terms and conditions of the License Agreement between Donor and the BOR dated of even date herewith, attached hereto as Exhibit A (“License Agreement”) and by this reference incorporated herein.

5. **Tax Liability**. Donor acknowledges that the issue of tax liability related to the Gift or as a result of entering into this Gift Agreement and the License Agreement is an important concern to the BOR, System and University. If the BOR, System or University is subjected to unrelated business income tax (UBIT) or any other tax or tax consequence in an amount which the BOR deems to materially reduce the value of this Gift to the BOR, System or University, or has a material and adverse impact on the Gift Agreement or the License Agreement, the BOR shall have the right to propose an adjustment in the rights granted to Donor under this Gift Agreement and/or the License Agreement or to terminate this Gift Agreement and the License Agreement as follows. If the BOR proposes such an adjustment, Donor may, at its option, within ten (10) days following receipt of notice of any adjustment, notify the BOR of its disagreement. The parties shall then attempt in good faith to resolve any such disagreement. If the parties cannot, after good faith negotiations, resolve the matter, the BOR may terminate this Gift Agreement and the License Agreement and return the Gift to Donor, with no further obligation or liability to Donor. This Section 5 shall survive termination or expiration of this Gift Agreement or the License Agreement.

6. **Representations and Warranties**. Donor represents and warrants that the following statements are true and correct.

6.1. Donor is a [corporation or other legal entity] duly organized, validly existing, and in good standing under the laws of its state of incorporation or organization and has the full right, power, and authority to enter into this Gift Agreement and the License Agreement.

6.2. Donor's financial statements and any and all other documents or information that Donor provided to the BOR or University are true and accurate and fairly describe Donor's circumstances. Donor has not omitted any material facts or neglected to inform the BOR or University of any material facts, and to Donor's knowledge, Donor has no liabilities that, individually or in the aggregate, are reasonably likely to have a material adverse effect on Donor or its business. Donor has filed all tax returns required to have been filed and has paid all taxes due or provided for such taxes in its financial statements, and there are no actual, pending or, to Donor's knowledge, threatened liens, encumbrances, lawsuits, or charges against any of Donor's assets arising in connection with any alleged failure to pay any tax.

6.3. There are no lawsuits, actions or administrative, arbitration or other proceedings or governmental investigations pending or threatened against or relating to Donor or any of its affiliated entities or any of their respective officers, directors or employees, agents or representatives that could (i) have a material adverse effect on Donor, its business or its reputation or that would call into question the integrity of Donor or any of its affiliated entities or their respective officers or directors, or (ii) reasonably result in a negative impact on the reputation of the BOR, System or University, or (iii) conflict with the purposes or mission of the University or System. To Donor's knowledge, Donor, its affiliated entities and their respective officers, directors and employees are not in material violation of any laws, rules, regulations or ethical obligations.

6.4. Donor has not used any corporate or other funds for any unlawful contributions, payments, gifts, or entertainment. To Donor's knowledge, neither Donor, any of its affiliated entities, nor any of their respective directors, officers, employees, agents, or representatives or other person(s) authorized to act on behalf of Donor or any affiliated entity, has accepted or received any unlawful contributions, payments, gifts, or expenditures.

7. **Indemnification**. Donor agrees to indemnify, defend and hold harmless the BOR, System and University, and each of their respective officers, directors, employees, agents and representatives from and against any and all claims, damages, liabilities, causes of action, judgments, losses, costs and expenses, including, without limitation, reasonable attorneys’ fees, (collectively “Claims”), arising out of or in connection with (i) Donor’s breach of any term, covenant or provision of this Gift Agreement or the License Agreement; (ii) taxes or penalties imposed by a taxing authority on Donor; or (iii) any Claims that the Mark (defined in Exhibit A hereto) or use of the Mark by the BOR, System or University infringes any intellectual property right or other rights of any third party. This Section 7 shall survive termination or expiration of this Gift Agreement or the License Agreement.

8. **Entire Agreement**. This Gift Agreement, the License Agreement, including, without limitation, Schedule 1 thereto, (each of which are incorporated into this Gift Agreement and made a part hereof for all purposes) constitute the entire agreement of the parties with regard to the matters referred to herein, and supersede all prior oral and written agreements, if any, of the parties in respect hereto. This Gift Agreement and the License Agreement may not be modified or amended except by written agreement executed by both parties hereto. The captions inserted in this Gift Agreement and the License Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Gift Agreement or the License Agreement, or any provision, or in any way affect the interpretation of this Gift Agreement or the License Agreement.

9. **Governing Law and Venue**.

a. This Gift Agreement and the License Agreement will be governed by and construed in accordance with the laws of the State of Texas, both as to interpretation and performance, without regard to any conflict of laws, rule or principle. Any legal proceeding brought in connection with disputes relating to or arising out of the Gift, this Gift Agreement or the License Agreement will be filed and heard in Travis County, Texas. Each party waives any objection that it might raise to such venue and any right it may have to claim that such venue is inconvenient. This Section 9 shall survive termination of this Gift Agreement or the License Agreement.

b. If any term, covenant, condition or provision of this Gift Agreement or the License Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction to be in conflict with the laws, rules, and/or regulations of the United States or the State of Texas, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Gift Agreement and the License Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Gift Agreement and the License Agreement are capable of execution.

c. This Section 9 shall survive termination or expiration of this Gift Agreement or the License Agreement.

10. **No Assignment**. Neither this Gift Agreement nor the License Agreement, including, without limitation, the Donor License, may be assigned or sublicensed by Donor without the express prior written consent of the BOR.

11. **Notices**. The address of each party set forth below shall be the appropriate address for the mailing of notices. All notices shall be in writing and sent certified or registered mail (postage prepaid). Either party may change their mailing address by written notice to the other.

 BOR Address: The University of Texas System

 Office of the Board of Regents

 201 West 7th Street, Suite 820

 Austin, Texas 78701-2981

 with a copy to: [***insert University’s address***]

 Donor Address: [***insert Donor’s address***]

12. **Term**. The term of this Gift Agreement and the License Agreement [***insert “is from the Effective Date through***” ***insert end date or, if an endowment, insert “shall be perpetual”***], unless earlier terminated as permitted herein.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Gift Agreement.

 BOARD OF REGENTS OF THE

[***INSERT COMPLETE NAME OF DONOR***] UNIVERSITY OF TEXAS SYSTEM

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Executive Vice Chancellor for

 [***insert Academic or Health***] Affairs

**EXHIBIT A**

**LICENSE AGREEMENT**

This License Agreement (“License Agreement”) is entered into as of [***insert date***] (“Effective Date”), by and between [***insert full name of Donor***] with offices at [***insert Donor’s address***] (“Donor”) and the Board of Regents (“BOR”) of The University of Texas System (“System”).

**RECITALS**

Donor has made a substantial charitable gift to the BOR.

The BOR wishes to acknowledge the gift by granting a license to Donor to erect the Mark (defined below).

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Donor License**. In acknowledgement of Donor’s gift (“Gift”) to the BOR for the use and benefit of The University of Texas [***insert name of institution***] (“University”), as evidenced by the Corporate Gift Agreement dated of even date herewith between Donor and the BOR (“Gift Agreement”), the terms and conditions of which are incorporated herein by this reference, the BOR hereby grants to Donor a non-transferable, royalty-free license to erect [***insert name or mark to be placed on the facility or program***] (“Mark”) on [***insert facility, institute or program***] ("Facility") in the manner agreed by the Parties, as described in Schedule 1, attached hereto and by this reference incorporated herein (“Donor License”).

2. **BOR License**. Donor hereby grants to the BOR, System and University a non-exclusive, royalty-free license to use the Mark in connection with the Facility and for any other use within the purposes or mission of the University or System (“BOR License”).

3. **Termination Events**. If any of the following events occur, then the BOR, in its sole discretion, may terminate this License Agreement (including, without limitation, the Donor License and the BOR License) and remove the Mark from the Facility, and the BOR, System and University shall have no further obligation or liability to Donor: (i) the Facility is destroyed or severely damaged; (ii) Donor [***or if entity after which the Facility is named is not Donor, insert entity’s name***] changes its name for any reason; (iii) Donor or any of its affiliated entities or any of their respective corporate officers or directors is involved in any type of significant corporate change or corporate difficulty, including, without limitation, a merger, acquisition, reorganization, change of control, bankruptcy, significant financial difficulty, ethical violations, or criminal charges; (iv) the BOR or University determines, in its sole discretion, not to [***if a physical facility, insert “maintain the Facility”*** ***or, if an institute or program, insert “continue to sponsor the Facility or otherwise will not continue the Facility”***] at the University; (v) the BOR determines, in its sole discretion, that the Facility will be renovated, replaced, relocated or significantly modified or upgraded [***delete if Facility is a program or institute***]; (vi) the BOR reasonably determines that circumstances have changed since the date of this License Agreement such that (A) the Donor’s public image, products or services, or the Mark conflicts with the purposes or mission of University or System, or (B) continuing the Donor License would not reflect positively on the BOR, University or System or would conflict with the purposes or mission of University or System; or (vii) in accordance with Section 5 of the Gift Agreement.

4. **Infringement**. Each party shall promptly notify the other if it reasonably believes or has been notified that use of the Mark or the BOR License may infringe the intellectual property rights or other rights of a third party. In such event, the BOR may remove the Mark from the Facility. If Donor is unable to resolve any claims of infringement or cure any infringement to the BOR’s reasonable satisfaction within a reasonable period, not to exceed ninety (90) days, then the BOR shall be entitled to terminate the License Agreement, including, without limitation, the Donor License and permanently remove the Mark from the Facility, with no further obligation or liability to Donor.

5. **Representations and Warranties**. In addition to the representations and warranties made by Donor in Section 6 of the Gift Agreement, which by this reference are incorporated in this License Agreement, Donor represents and warrants that the following statements are true and correct:

5.1 Donor owns the Mark free and clear of all liens, claims or encumbrances of any nature.

5.2 The Mark does not infringe any intellectual property rights or otherwise violate any other rights of any third party and Donor is not aware of any threatened or pending litigation arising out of or in connection with the Mark.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this License Agreement.

[***INSERT COMPLETE NAME OF DONOR***] BOARD OF REGENTS OF THE

 UNIVERSITY OF TEXAS SYSTEM

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: Executive Vice Chancellor for

 [***insert Academic or Health***] Affairs

SCHEDULE 1

[PLACEMENT OF MARK]