**[For Corporate Namings of Less Prominent Facilities]**

**[Revised 8 03 07]**

**CORPORATE GIFT AGREEMENT**

[Note: *If a Regental conflict is identified in the due diligence process, it may be necessary to add a licensing component to this Agreement.*]

This Corporate Gift Agreement (“Gift Agreement”) is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2011 (“Effective Date”), by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ with offices at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Donor”) and the Board of Regents (“Board”) of The University of Texas System (“System”) for the use and benefit of The University of Texas [*insert applicable institution*] (“UT”). Donor wishes to make a charitable gift to the Board for the use and benefit of UT. The Board and UT desire to accept such gift, subject to the terms set forth in this Gift Agreement.

**TERMS OF THE GIFT**

Donor hereby pledges $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Gift”) to the Board for the use and benefit of UT. The Gift shall be paid by Donor to UT on or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. [*Or, if the Gift is to be paid in a series insert: in accordance with the following schedule:*

*Amount of payment On or before*

*$ Date*

*$ Date*

*$ Date*]

The Gift may be used for any purposes within UT’s mission [*or if Donor has specific requirements insert use requirements here*]*.*

The Board and UT wish to acknowledge the Gift by naming the [*insert area or location to be named, including the facility to which it belongs (“Facility”), and then the new name of the area or location*] (“Naming”). [Example: …*by naming the Reception Area of the University Medical Building (“Facility”) the XYZ Corporation Reception Area (“Naming”).*]

If Donor changes its name for any reason, then the Board and UT shall consult with Donor and come to a mutually agreeable decision with regard to the Naming. If either party is notified that the Donor’s name or the Naming may infringe the intellectual property rights of a third party, the Board may remove the name from the Facility until Donor is able to resolve any such claims. If Donor is unable to resolve such claims within 180 days following such notice, then the Board may remove the Naming from the Facility and the Board, System and UT shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid. If the Facility is destroyed or severely damaged, or the Board determines not to maintain the Facility or determines that the Facility will be renovated, replaced, relocated or significantly modified or upgraded, then Board and UT shall consult with Donor, if available, and come to a mutually agreeable decision with regard to the Naming.

If the Donor fails to timely fulfill its Gift commitment, or if the Donor, any of its affiliated entities, or any of their respective officers or directors is involved in any type of material ethical violation or criminal charges, or the Board reasonably and in good faith determines that circumstances have changed such that Donor’s public image, products or services conflicts with the purposes or mission of the Board, System or UT, then the Board, in its sole discretion, may remove the Naming from the Facility, and the Board, System and UT shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid.

This Gift Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Gift Agreement may not be modified or amended except by written agreement executed by both parties hereto.

This Gift Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to any conflict of laws rule or principle. Any legal proceeding brought in connection with disputes relating to or arising out of this Gift Agreement will be filed and heard in Travis County, Texas, and 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 paragraph shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Gift Agreement to be effective as of the date set forth hereinabove.

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| **[COMPLETE NAME OF DONOR COMPANY]**  By:  Name:  Title: | **BOARD OF REGENTS OF THE UNIVERSITY OF TEXAS SYSTEM**  By:  Name:  Title: Executive Vice Chancellor  for \_\_\_\_\_\_\_\_\_\_\_\_ Affairs |