**CORPORATE GIFT AGREEMENT**

**WEBSITE SPONSORSHIP**

This Gift Agreement is made by and between [***insert full name of Donor***], with offices at [***insert Donor’s address***] (“Donor”) and **[insert name of UT** **institution**] (“the University”).

**RECITALS**

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

The University 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 University for its use and benefit the following gift(s): [***insert description of gift***] (the "Gift").

2. **Payment of the Gift**. The Gift shall be paid to the University via [***insert form of payment***] on [***insert date of payment or, if the gift is to be made in installments or a series of payments, insert dates or schedule such series of payments will be made and the amount of each payment***].

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

4. **Acknowledgment**. The University wishes to acknowledge the Gift by granting Donor the ability to post its company logo on University’s website. **[Provide the University** **website URL and** ***describe website or sites on which the logo will be posted*].**

4.1 A copy of the Donor’s company logo is attached as Exhibit A.

4.2 This acknowledgement must comply with the terms and conditions of the University’s existing policy on website solicitations and The University of Texas System (“UT System”) Policy UTS122 “Guidelines for Web Site Solicitations.”

4.3 The Donor’s company logo [***will – or – will not***] be hyperlinked from University’s website to a web page maintained by or for Donor. **[If** **the company logo will be hyperlinked, include a screen print of the destination page and insert** “The URLand a screen copy of the linked website page are attached as Exhibit B.”]

4.4 Donor’s website must not state or imply that University or UT System endorses the goods, services or products offered by the Donor.

4.5 The Donor’s company logo acknowledgment and hyperlink will be provided for a term from **[insert the later of the date** **of this agreement or the date** **of the approval pursuant to paragraph 10**] to **[insert concluding date usually not more than one year from the starting date].**

5. **Tax Liability**. The Gift is intended to be a qualified sponsorship payment as defined in the Internal Revenue Code. Donor acknowledges that the issue of tax liability as a result of entering into this Gift Agreement is an important concern to the University. If the Donor alters the URL provided in 4.3 and in the reasonable and good faith opinion of the University, the alterations will create unrelated business taxable income, then the University shall display Donor’s company logo on its website for the remainder of the term but shall sever the hyperlink.

6**. Removal of Donor Logo Posting.** In the unlikely event the University determines in its reasonable and good faith opinion that circumstances have changed or if new matters are discovered involving the Donor or its officers or directors, the University, in its sole discretion, may remove the Donor’s company logo if the continuation of displaying the company logo would adversely impact the reputation, image, mission or integrity of the University or UT System. The University and UT System shall have no further obligation or liability to Donor.

7. **Representations and Warranties**. Donor represents and warrants that the following statement is true and correct as of the initial date of this Gift Agreement. 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.

8. **Entire Agreement**. 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 agreements, 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. The captions inserted in this Gift Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of this Gift Agreement, or any provision hereof, or in any way affect the interpretation of this Gift Agreement.

9. **Governing Law and Venue**. 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 that might refer the governance or construction of this Gift Agreement to the laws of another jurisdiction. 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.

10**. Contingent Approval**. This Gift Agreement is contingent upon the approval of the contents of Exhibits A and B by the UT System Executive Vice Chancellor for Business Affairs.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to execute this Gift Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

**NAME OF UT INSTITUTION**]

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

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

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit A**

Company Logo

**Exhibit B**

URL and Screen Copy of Linked Website Page