

[List name of Donor] GIFT AGREEMENT
University of Virginia [or Foundation]

This Gift Agreement (the “Agreement”) is made this ____ day of _____ by and among _____ (hereinafter referred to as “the Donor”), and the Rector and Visitors of the University of Virginia (hereinafter referred to as “the University”) [or the Foundation Name (hereinafter referred to as “the Foundation”)].

The Donor and the University [or Foundation] agree as follows:

1. Donor Commitment. The Donor hereby pledges to the University [or Foundation] the sum of _____ Dollars (\$ _____), which as provided for herein is designated for the benefit of _____ [specify the University, or if intended by the donor, designate a specific University school or program].

2. Donor Purpose.
 - a. Purpose. It is understood and agreed that the gift will be used for the following purpose or purposes: *[Description of the use or eventual use of the gift/pledge, the use of the income from the fund, and any additional or stipulated purposes for the gift. For an endowment, it is necessary to include how the funds will be used while the endowment is being funded, e.g. for a professorship during the pledge period. If the donor wishes to designate a portion of his/her gift for an annual contribution such as a dean’s or president’s fund, or other on-going annual commitment, language should appear in this section regarding the distribution of the annual portion. Gifts including proposed namings would specify names in this section (noting also that permanent building or space namings are subject to Board of Visitors approval). For endowment or capital gifts, see additional provisions following.]*

 - b. Dean’s/Director’s Discretionary Fund. ___% of the total commitment/gift will be designated for use as unrestricted funding for the dean’s [or unit director’s] priorities authorized by the University. If the commitment is fulfilled in more than one payment, ___% of each payment will be applied toward this Fund.

3. Payment. It is further understood and agreed that the gift will be paid in full on or before _____ or as may be further described hereafter in the event of an agreed payment schedule: *[state payment schedule, including months, years, and amounts; note that the standard pledge duration is 3-5 years]*. It is also understood and agreed that the gift funds as received may be invested by the University [or Foundation] as it shall best determine pending distribution to the purpose or purposes described herein.

[If the gift is to create an endowment, include #4 and #5; also when appropriate, #6:]

4. Endowment. The gift specified above shall be used for the purpose of creating with the University [*or* Foundation] an endowment fund to be known as the [*name*] Fund (the “Fund”). The assets of the Fund may be merged or pooled for investment and investment management purposes with the general endowment or other assets of the University [*or* Foundation] and managed and invested in accordance with University [*or* Foundation] policy and procedure, but shall be entered on the books and records of the University [*or* Foundation] as the “[*name*] Fund.” Distributions in support of the above gift purpose and reasonable fees associated with securing, raising, investing, and administering such funds shall be charged to the said Fund administered in accordance with the policies and procedures of the University of Virginia [*or* Foundation] then in effect.

5. Inadequate Funding. The amount needed to fully fund such an endowed fund shall be that amount required by the University of Virginia on the date the first gift is received into the Fund. If, after the specified pledge period is ended, the value of the Fund is less than the minimum required by the University [*or* Foundation] as of the date of this Agreement for the establishment and continuing support of the named fund, the Fund may be transferred to and merged with an existing endowment or other fund at the University [*or* Foundation] approved by the University [*or* Foundation] whose purpose will most nearly accomplish the Donor’s intention evidenced by the purpose described above.

[If the gift contains a naming requirement, include #6]:

6. Naming/Approvals: The proposed naming of any academic program, professorship, center, institute, department, physical structure, or part thereof must be mutually acceptable to the Donor and the University [*or* Rector and Visitors of the University of Virginia (the “University”) *if the agreement is with a related Foundation*] and must be approved in writing by both the Donor and an authorized officer of the University. Any naming is and shall be subject to the Naming Policies and Procedures of the University as in effect from time to time administered by the President’s Committee on Names (<https://policy.itc.virginia.edu/policy/policydisplay?id=EXT-004>). It is also understood that the undertaking of any facility construction or development must be approved by the University’s Board of Visitors, and the Commonwealth of Virginia if required by state law. Nothing herein shall be interpreted as requiring the University to undertake construction or commence any capital project without all required approvals.

[Include #7 as appropriate where a University Foundation, or the University, receives a management fee (currently none are in effect at the University), or intends to create an unrestricted funding pool from all restricted gifts]:

7. Related Expenses. [*the following or similar language.*] The University [*or* Foundation] may, at its discretion, assess a reasonable percentage from the gift to the unrestricted general operating funds of the University [*or* Foundation] in order to defray its operation expenses, provided the amount assessed shall not exceed ___% of each gift installment the Donor makes and shall be assessed within ___ days of the University’s [*or* Foundation’s] receipt of each gift installment made in fulfillment of this Agreement.

[For significant commitments that create schools, centers, programs, capital projects, etc., and that would not go forward without the gift commitment described here, it is important to include the following provision (#8). Otherwise, for gifts that do not meet this criterion, #8 is optional to include]:

8. Intent. It is the agreement of the parties and the intention and wish of the Donor that this gift and any unpaid promised installment under this Agreement shall constitute the Donor's binding obligation and shall be enforceable at law and equity including, without limitation, against the Donor and the Donor's estate, heirs and personal representatives, and their successors and assigns. The Donor acknowledges that the University [or Foundation] is relying, and shall continue to rely, on the Donor's gift being fully satisfied as set forth herein.

9. Recognition by the University. To honor the Donor, and to express the appreciation of the University [or the Foundation and the University], publicity in the form of news announcements, both internal and external, will be made with the permission of the Donor. *[Additional information as appropriate, including specification regarding the donor's name and how the donor should be recognized in publicity.]*

10. Reporting and Stewardship. Reports on performance of the Fund and use of the proceeds shall be provided annually to the Donor for endowment gifts. For capital and current use gifts, once the gift has been fully paid and/or employed by the University [or Foundation] for the purpose specified in this Agreement, the University [or Foundation] will normally report at least one time (except as the Donor and the University [or Foundation] may otherwise mutually agree in writing) on the outcome of the gift. *[If gift is not to a Foundation, the Donor may also receive regular communication from the school, unit or program to which the gift is designated.]*
[Supplement as needed.]

11. Additional Gifts. The Donor reserves the right to increase the Fund through additional gifts and hereby consents to additional contributions to the Fund by any individual, corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, and all gifts so designated shall be subject to the provisions of this Agreement.

12. Future Changed Circumstances. *[Note that this provision is not necessary for unrestricted gifts, but should be used for all others.]* If, in the opinion of the Rector and Visitors of the University of Virginia [or Foundation], all or part of this gift cannot at some time in the future be usefully or practically applied to the above purposes or if the purpose can not be achieved because of a future change in law or unforeseeable circumstances, it may be used for any related purpose which in the opinion of the Rector and Visitors [or Foundation] will most nearly accomplish the Donor's wishes.

14. Amendment. By mutual consent of the University [or Foundation] and the Donor, the Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of the Donor's estate, any provision of this Agreement may be amended, modified, or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of this Agreement.

15. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter of the Agreement and is subject to the laws of the Commonwealth of Virginia. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of the Agreement.

In witness whereof, the parties to this Agreement have affixed their signatures:

THE RECTOR AND VISITORS OF THE
UNIVERSITY OF VIRGINIA

[DONOR name]

By: _____
Leonard W. Sandridge
Executive Vice President and Chief Operating Officer
University of Virginia

OR [see procedures]

Robert D. Sweeney
Senior Vice President for Development and Public Affairs
University of Virginia

Dean/Director *[As appropriate]*

Foundation Executive Director *[As appropriate]*

January 2009

Recommendations for Procedures on Use of Standard Gift Agreement

When to use standard gift agreements:

1. For commitments of \$100,000 or greater.
2. For named endowment gifts at any level – held at the University or in a Foundation.
3. For capital gifts at levels that include naming rights.

Who needs to sign and when?

1. Donor.
2. Dean of the school or director of the program to which a gift is designated.
3. For named endowment gifts and capital gifts, the Executive VP and COO {Leonard Sandridge) on behalf of the University. For other types of gifts, the Senior Vice President for Development and Public Affairs (Bob Sweeney).
4. Where a foundation is also accepting the gift, the Foundation Executive Director.

Procedures [to be detailed and clarified further]:

1. School/Unit officer works with the Donor to draft a gift agreement using the template gift agreement. Note that schools/units that use the gift agreement template without substantial changes will be assured, excepting unusual circumstances, a 48-hour turnaround.
2. School/Unit officer sends the draft agreement to the office of the Assistant Vice President for Development in the Office of Development and Public Affairs.
3. The AVP's office will review the draft agreement to ensure that all relevant information is included and to suggest any changes needed. As necessary, the AVP's office will work with the University and with the school/unit officer to properly reconcile and document the needs of the University and the wishes of the donor.
4. If changes are required, the AVP's office will send the agreement draft back to the school/unit officer for revision and discussion with the donor as necessary.
5. Once revisions are made, the school/unit officer sends the draft agreement back to the AVP's office.
6. The AVP's office reviews all changes for accuracy, finalizes the agreement as appropriate, prints four copies (one each for the AVP's office, the University signatory's office, the school/unit beneficiary and the donor) and submits the agreement to the EVP/COO's office, or to the office of the SVP for Development and Public Affairs, for signature.
7. The signed copies will be returned to the AVP's office to transmit to the school/unit [or should this be done directly to the school/unit officer?] for Foundation signature (as appropriate) and donor signature.
8. Final signed copies should be provided by the school/unit to the office of the EVP/COO and the AVP.