

GIFT AGREEMENT WITHOUT NAMING RIGHT

between

_____ [DONOR]

and

_____ [MEMBER]

This Gift Agreement Without Naming Right (“Agreement”) sets forth the agreement between _____ (“Donor”) and _____ (“Member”), a member of The Texas A&M University System and an agency of the State of Texas, effective _____ (“Effective Date”).

I. PURPOSE AND PAYMENT SCHEDULE

Donor wishes to support _____ [Enter intent of donation]. Donor hereby pledges to gift to Member the amount of _____ [Dollar Amount in Words] (\$ _____) [Dollar Amount in Numbers] (the “Gift”) according to the following schedule:

_____ [attach payment schedule to Agreement if necessary]. The Gift will be used for the following purpose(s): _____

_____ [please state “unrestricted” or the purpose(s) for which the Gift will be used – an additional exhibit may be attached if necessary].

If the purpose(s) of the Gift becomes impracticable, illegal, or if by reason of changed conditions its further execution becomes unnecessary or unwise in the judgment of the Member, the Member may designate another purpose deemed more appropriate under the circumstances, assuming the original intent and interests of the Donor are taken into regard, and the purpose so designated will thereupon become the purpose of the Gift.

II. REPRESENTATIONS, WARRANTIES, AND COVENANTS

A. Representations and Covenants of the Member. The Member hereby represents to Donor that:

1. The Member has the requisite right and legal authority to execute and deliver this Agreement.

2. If the Gift requires the approval of the Chancellor or designee of The Texas A&M University System, by executing this Agreement, the Member indicates the Member's provisional agreement and acceptance of the Gift on behalf of the Member. Donor expressly understands that this Agreement and final acceptance of the Gift may be contingent upon approval and final acceptance of the Gift by the Chancellor or designee.

B. Representations, Warranties and Covenants of Donor. Donor hereby represents and warrants to the Member that:

1. Donor has the requisite right and legal authority to execute, deliver and fully perform its obligations under this Agreement.

2. Donor has taken all necessary action to authorize its execution, delivery and performance of this Agreement. This Agreement, when executed and delivered, will constitute a legal, valid and binding obligation of Donor.

III. DEFAULT AND TERMINATION

A. Default by Donor

1. **Events of Default.** The occurrence of one or more of the following matters will constitute a default by Donor ("Donor Default"):

a. Donor's failure to pay the Gift or other amounts when due to the Member hereunder, if such failure continues for a period of thirty (30) days after written notice from the Member to Donor, specifying the failure and demanding that it be cured.

b. The unlikely event that Donor (or its senior officers or directors, if a company) commits acts of misconduct that are illegal, unethical, immoral and/or scandalous, or has previously committed such acts that have not yet become public knowledge, that are deemed by the Member to be detrimental to the reputation, image, mission or integrity of Member, The Texas A&M University System, or The Texas A&M University System Board of Regents.

c. Donor's failure to perform or comply with any other material term or condition of this Agreement, or its material breach of any representation or warranty made herein, if such failure or breach continues for a period of thirty (30) days after written notice from the Member to Donor, specifying the failure or breach and demanding that it be cured.

2. **Rights and Remedies of the Member Upon Donor Default.** Upon the occurrence of a Donor Default, the Member will have the right to do any one or more of the following: (i) enforce the specific remedies provided for herein; (ii) recover all damages provided by law or in equity; (iii) exercise any other right or remedy at law or in equity, including seeking an injunction or order of specific performance; and/or (iv) terminate this Agreement.

IV. MISCELLANEOUS

A. Governing Law. This Agreement will be construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of law.

B. Modification and Waiver. No provisions of this Agreement may be amended, waived, or modified except by an instrument in writing signed by the parties to be bound. A waiver by Member of any obligation, duty or covenant of this Agreement will not constitute a waiver of any other breach or any obligation, duty or covenant of this Agreement.

C. Severability. Unenforceability of any provision of this Agreement will not limit or impair the operation or validity of any other provision of this Agreement.

D. Notice. Any notices required or permitted hereunder must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

To MEMBER:

Attn: _____

Phone: _____
Email: _____

with a copy to:

The Texas A&M University System
Office of General Counsel
Attn: Property & Construction
301 Tarrow St., 6th Floor
College Station, Texas 77840-7896
Phone: 979-458-6120
Email: property@tamus.edu

To DONOR:

Attn: _____

E. Assignment. Donor has no right to assign its rights or obligations under this Agreement without the express written approval of the Member, which will not be unreasonably withheld.

F. Counterparts. This Agreement can be executed in multiple counterparts, each of which is declared an original.

G. Publicity. Any press release and specific articles relating to this Gift must be mutually agreed upon by Donor and Member prior to being released to the media. Additionally, all recognition events, promotion, and other publicity regarding the terms of this Agreement will be developed in consultation with Donor. Furthermore, Donor acknowledges that any use of the Member or The Texas A&M University System seal, logos or other trademarks of Member or The Texas A&M University System is strictly prohibited without prior written approval.

This Agreement constitutes the entire agreement between Member and Donor. This Agreement supersedes all oral or written, previous and contemporary understandings or agreements relating to matters contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the day and year first written above.

MEMBER

DONOR

Member Name

[Printed Donor Name]

President

[Donor Title, if a Company]

Date

Date