*Gift Agreement between <* *Corporate Donor > and the President and Fellows of Harvard College on behalf of the Faculty of Arts and Sciences.*

The generous gift of $--- from <Corporate Donor>. to Harvard University to support <Faulty Name> in the Harvard John A. Paulson School of Engineering and Applied Sciences for research in the area of <Research Area>. The gift will establish the current-use <Fund Name> (to be provided by SEAS Finance or ADC

This gift will be made in \_\_\_\_\_\_\_ payment(s) of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ from 20\_\_\_\_ to 20\_\_\_\_\_.

**The acceptance of this gift is based on these mutual understandings:**

1. All intellectual property or data resulting from the use of this gift will be retained by Harvard. The Donor will have no rights to any such intellectual property or data.
2. The Donor recognizes the University’s commitment to academic freedom and the independent pursuit of truth. As a matter of policy, Harvard does not accept any gift that provides a donor with real or perceived influence over the structure, process, content, or results of research, curriculum or other academic activities. In accepting gifts, Harvard must retain full control over the administration of the funds. Harvard will not accept gifts with terms that would require involvement by the donor or a third party in directing the use or administration of the gift. Donors may not have special access to the results of research funded by a gift, nor any rights to intellectual property.
3. The investment, administration and distribution of the Fund made possible by the gift shall be accomplished in accordance with University policies, including gift policies, governing endowment and certain other institutional funds, which may be amended from time to time. Under current policies a portion of the amount made available for annual spending may be applied to defray direct and indirect facilities and administrative costs. Harvard currently assesses current-use research funds at a rate of 15%.
4. The Donor **will / will not** (**select one)** authorize Harvard University to list the gift in any of their publications or press releases. The University will report to the Donor on a periodic basis on the activities made possible by the gift, in keeping with University policy and procedures.
5. If, at some time in the future, the designation of the Fund made possible by the gift is no longer appropriate, including in the event Professor <Name> separates from Harvard University for any reason before the fund is fully expended, the John A. Paulson Dean, in consultation with the Donor**,** may direct the Fund to another purpose at the Harvard John A. Paulson School of Engineering and Applied Sciences. However, if for any reason this consultation cannot occur, the Dean has the discretion to direct the Fund to a project or purpose deemed to be best in keeping with the Donor’s intent.
6. To the extent that any provision of this Gift Agreement is in conflict with any provision in a Separate Agreement, the provisions of this Gift Agreement will control.

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**<Name, Title>** Date

*On behalf of <Corporation>*

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**Amelia S. Beers**  Date

*Senior Associate Director, Alumni & Development Services*

*President and Fellows of Harvard College*