**Gift Agreement for Corporate Gifts $100,000 and Under**

*Gift Agreement between* ***CORPORATE DONOR*** *and the President and Fellows of Harvard College on behalf of* ***SCHOOL/UNIT.***

The generous gift of **AMOUNT** from **CORPORATE DONOR** (the “Donor”) to Harvard University to support **FACULTY NAME/AREA OF STUDY** in the **SCHOOL/UNIT** for research in the area of **RESEARCH AREA.** The gift will establish the **endowed/current-use Fund Name** (the “Fund”).

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. Donor will have no rights to any such intellectual property or data.
2. The research being funded by the gift may be described in a separate proposal or other agreement (together, “separate agreement”), which may contain detail as to research design, budgets, expenditures, staffing or other matters. So long as the gift funds are being used to pursue the research set forth above and the general goals and objectives outlined in the separate agreement, Harvard will determine the research design, budgets, specific expenditure of funds, and staffing. That is, any such detail contained in the separate agreement is understood to be descriptive of the Donor’s and Harvard’s good faith expectations for the project, rather than prescriptive.
3. 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.
4. 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 percent.
5. The Donor **will / will not** 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.

1. 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 **FACULTY NAME** separates from Harvard University for any reason before the fund is fully expended, the **DEAN/PROVOST/PRESIDENT of the SCHOOL/UNIVERSITY**, in consultation with the Donor(s), may direct the Fund to another purpose at the **SCHOOL/UNIVERSITY**. However, if for any reason this consultation cannot occur, the **DEAN/PROVOST/PRESIDENT** has the discretion to direct the **Fund’s income/Fund** to a project or purpose deemed to be best in keeping with the Donor’s intent.
2. 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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**CORPORATE DONOR SIGNATORY** Date

*Title, Company*

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**<Designated Harvard Signatory>** Date

*Title, Alumni & Development Services
President and Fellows of Harvard College*