

[DONOR NAME & ADDRESS OR USE DONOR LETTERHEAD]

[Month Day], 202[X]

The Board of Trustees of
The Leland Stanford Junior University
Frances C. Arrillaga Alumni Center
326 Galvez Street
Stanford, California 94305-6105

Attention: Martin W. Shell
Vice President, and Chief External Relations Officer

Dear Members of the Board of Trustees:

[Insert full company name] (the “**Donor**”) is pleased to provide a gift in the amount of US\$[insert dollar amount] to The Board of Trustees of the Leland Stanford Junior University (“**Stanford**”). This gift shall be expendable and used to support [insert very brief and basic description of program/activity being supported] [in the [insert Institute Name *///or///* Center Name] *///or///* [Department of [insert department] (or its successor department) in the School of [insert school]] (the “**Purpose**”).

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

1. **Infrastructure Charge.** The gift will be subject to Stanford’s infrastructure charge on gifts restricted to specific purposes at the time the gift funds are expended (as further described at <https://adminguide.stanford.edu/chapter-3/subchapter-3/policy-3-3-1> or successor site).
2. **Intellectual Property.** All intellectual property or data resulting from the use of this gift will be the property of Stanford. Stanford does not grant any rights in this gift agreement to the Donor with respect to any Stanford intellectual property or data.
3. **Contingency.** If there comes a time when [program name] is no longer an active program at Stanford while any amount of the gift remains unspent, then the remaining gift funds shall be used under the direction of [insert Stanford position (*not* an individual’s name) best suited to direct the fund in such a case – e.g., the director of the Center/Institute, the chair of the program’s home department or the dean of the program’s home school] for work and activities similar to or related to the Purpose.
4. **Descriptive Proposal.** In the event a separate proposal and/or budget (a “**Proposal**”) has been provided to the Donor, such Proposal for all components of this gift is descriptive, rather than prescriptive, of the work that may be done under the Purpose and is not intended as a commitment to a specific line of inquiry, specific expenditure of time, specific expenditure of funds or specific research deliverable. Any narrative reports to the Donor will reflect a general

summary of the progress accomplished. Any financial reports will be summary reports of funds spent and need not include a line-item reconciliation with any such proposed budget.

5. **Staff and Budget.** As the activity progresses, aspects of staffing and budget may change and the manner in which the activity is carried out may evolve while continuing to pursue the goals of the work. So long as the funds are being used for the general Purpose, the Donor will allow considerable latitude in the specific expenditure of funds.
6. **Academic Freedom.** Donor recognizes Stanford's commitment to academic freedom and openness in research. With that in mind, the Donor understands that this gift does not provide the Donor with real or perceived influence over the structure, process, content, or results of research, curriculum, programs, or other academic activities of Stanford. The Donor and Stanford may collaborate regarding the use of the gift, but the Donor recognizes that Stanford will have the ultimate discretion in directing the use and administration of the gift.
7. **Name Use.** Stanford and the Donor may disclose factual information about the gift in annual reports and to the extent required by law, regulation, rule or order, for tax purposes or as required to secure federal research funding. The Donor may not issue a press release or other publicity statement in any medium regarding the gift without the prior written consent of Stanford, which is provided on a limited basis. Any such approved statements must comply with Stanford's Name Use Guidelines (<https://trademarks.stanford.edu/name-use-guidelines> or successor site) and other Stanford policies. In the event this gift is provided to the School of Medicine, any approved statements must also comply with the Stanford Medicine Industry Interactions Policy for Education and Clinical Care (<https://med.stanford.edu/smiip/home.html> or successor site). Except as otherwise provided in this paragraph, the Donor will not, without Stanford's prior written consent, use (a) the name or quote of any Stanford faculty member employee or student in a Stanford capacity, (b) the name of any Stanford program or event, or (c) any Stanford trademark, service mark, trade name, symbol or other proprietary mark.
8. **US Government Requirements.** Donor understands that, if Donor is treated as a foreign source of funds under United States law, Stanford may need to disclose to the United States Government certain information about Donor, entities related to Donor or involved in making the gift, and Donor's gift to Stanford, including Donor's and related entities' names, addresses, and country of incorporation, as well as the date Stanford receives Donor's gift, the amount, and other terms of the gift, including possibly a copy of this agreement.
9. **Miscellaneous.** This agreement represents the entire agreement and understanding between Stanford and the Donor with respect to the gift described herein, and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter. To the extent any provisions of this agreement conflict with any provision in a Proposal, if one was provided, the provisions of this agreement will control. This agreement may not be amended, altered or supplemented except by written agreement of the parties. This agreement may be executed in counterparts and all of these counterparts together shall be deemed to constitute one and the same agreement. This agreement may be executed by facsimile, .pdf or other electronic signature, and such facsimile, .pdf or other electronic signature shall constitute an original for all purposes.

Each party, by causing its duly authorized representative to sign below, acknowledges and agrees to the above terms.

Donor

**The Board of Trustees of the Leland
Stanford Junior University**

Signature

Date

Office of Development

Date

Name

Cc: [Faculty Recipient]

Title