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# Gift Declaration and Agreement

This Gift Declaration and Agreement (“Gift Agreement”) is entered into, by, and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Donor”) and Texas A&M University – Corpus Christi (“TAMUCC”), for the benefit of TAMUCC.

## Article 1 – Purpose

* 1. Purpose: TAMUCC agrees to use the Donor’s gift in support of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert specific room if applicable] in the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert campus location ex: athletic practice facility] (“Facility”) (Room \_\_\_\_\_).

## Article 2 – Property

**2.01** Property: Donor agrees to fulfill this commitment with a gift of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the Gift) to be paid as follows:

* On or before signing of this Gift Agreement - $\_\_\_\_\_\_\_\_\_\_\_\_
* On or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert date] - $\_\_\_\_\_\_\_\_\_\_\_
* On or before \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [insert date] - $\_\_\_\_\_\_\_\_\_

## Article 3 – Authority

**3.01** Donor warrants and guarantees that he/she is authorized to agree to the terms and conditions of this Gift Agreement.

## Article 4 – Acceptance

**4.01** TAMU-CC’s contingent acceptance: Pursuant to System Policy 51.06, by execution of this Gift Agreement, the President and CEO of TAMU-CC contingently accepts the gift from Donor. Donor understands that TAMU-CC’s acceptance is contingent upon final approval by the Board of Regents (Board) of the Texas A&M University System (System) as to naming considerations further discussed below.

**4.02** Naming Considerations:

a. Upon receipt of the signed Gift Agreement, TAMU-CC agrees to recommend to the Board to name the \_\_\_\_\_\_\_\_\_\_\_\_\_ room [insert specific room name] the “\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_” [insert name Donor has chosen]. Donor understands that the naming of the \_\_\_\_\_\_\_\_\_\_\_ room is subject to the approval of the Board pursuant to System Policy 51.06 *Naming of Buildings and Other Entities*. The naming will include identification of the Donor name through appropriate signage. University will consult with Donor on the style and placement of identifying signage. TAMU-CC shall, at its sole expense, maintain the signage and keep it in good repair.

b. TAMU-CC shall retain all naming rights to the various support facilities relating to the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ room, however, including the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Facility as a whole,

c. The naming shall remain in effect for the useful life of the Facility. In the event that the Board does not approve the naming described herein, this Agreement shall be deemed null and void absent a written agreement between the parties otherwise, and any payment(s) of the Gift made by Donor to TAMU-CC under this Agreement shall be timely returned to Donor.

**Article 5 - Default and Termination**

* 1. **Default by Donor**.

**a. Events of Default**. The occurrence of one or more of the following matters shall constitute a default by Donor (“Donor Default”):

1. Donor’s failure to pay the Gift or other amounts when due to TAMU-CC hereunder, if such failure shall continue for a period of thirty (30) days after written notice from TAMU-CC to Donor, specifying the failure and demanding that it be cured.

1. The unlikely event that Donor commits acts of misconduct that are illegal, unethical, immoral and/or scandalous that are deemed by TAMU-CC to be detrimental to the reputation, image, mission or integrity of TAMU-CC, The Texas A&M University System, or the Board of Regents of The Texas A&M University System
2. Donor’s failure to perform or comply with any other material term or condition of this Gift Agreement, or its material breach of any representation or warranty made herein, if such failure or breach shall continue for a period of thirty (30) days after written notice from TAMU-CC to Donor, specifying the failure or breach and demanding that it be corrected.
3. **Rights and Remedies of TAMU-CC Upon Donor Default**. Upon the occurrence of a Donor Default, TAMU-CC shall 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, (iv) at TAMU-CC’s discretion, consider an alternative recognition for the Gift, or (v) terminate this Gift Agreement and, at its discretion, remove the Donor name.
	1. **Default by TAMU-CC.**
4. **Events of Default**. The occurrence of TAMU-CC’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 shall continue for a period of thirty (30) days after written notice by Donor to TAMU-CC, specifying the failure or breach and demanding that it be cured shall constitute a default by TAMU-CC (“TAMU-CC Default”).
5. **Rights and Remedies of Donor Upon Institution Default**. Upon the occurrence of a TAMU-CC Default, Donor shall have the right, to the extent allowed by Texas law, to do any one or more of the following: (i) enforce the specific remedies provided for herein; (ii) seek 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 (iv) terminate this Gift Agreement.

## Article 6Miscellaneous

**6.01** Effective Date: This Gift Agreement is effective upon execution by both Donor and TAMU-CC.

**6.02** Notices: Notices to any party may be given by United States Postal Service (USPS) regular surface mail, certified mail, registered mail, confirmed facsimile, overnight delivery, or hand delivery. Delivery is deemed made when a notice is deposited into a USPS mail receptacle, deposited with an overnight carrier, facsimile transmittal received printed confirmation, or hand delivered. Any of the parties can change the notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

 **Donor:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Telephone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Facsimile:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **TAMU-CC:** 6300 Ocean Drive, MS 5731

 Corpus Christi, Texas 78412

 Telephone: (361) 825-3918

 Facsimile: (361) 825-2772

 Email: contracts@tamucc.edu

**6.03** Applicable Law: This Gift Agreement is construed under and in accordance with the laws of the State of Texas, and is performable in Nueces County. By statute, mandatory venue for all legal proceedings against TAMU-CC pertaining to this Gift Agreement is in Nueces County, Texas.

**6.04** Non-waiver: A waiver by either Donor or TAMU-CC, or both, of any obligation, duty, or covenant of this Gift Agreement will not constitute a waiver of any other breach or any obligation, duty, or covenant of this Gift Agreement.

**6.05** Counterparts: This Gift Agreement can be executed in multiple counterparts, each of which is declared an original.

**6.06** Severability: If any clause or provision of this Gift Agreement is illegal, invalid, or unenforceable under present or future laws in place on the effective date, Donor and TAMU-CC intend that the remaining clauses or provisions of this Gift Agreement will not be affected and will remain in full force and effect.

**6.07** Amendment: Any amendment, modification, or alteration to this Gift Agreement must be in writing, dated subsequent to the effective date, and be mutually agreed to by Donor and TAMU-CC.

**6.08** Publicity: Any press release and specific articles relating to this gift must be mutually agreed by Donor and TAMU-CC 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 TAMU-CC or System seal, logos or other trademarks of TAMU-CC or System is strictly prohibited without prior authority and written approval. However, Donor shall have the right to use the name of the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ room [insert room name] for marketing, advertising or publicity.

 This document constitutes the entire agreement between TAMU- CC and Donor. This document supersedes all oral or written, previous and contemporary understandings or agreements relating to matters contained herein. This Agreement may not be amended or otherwise altered except by mutual agreement in writing signed by TAMU-CC and Donor.

In WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

**Donor:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Texas A&M University – Corpus Christi**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dr. Kelly M. Miller

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ President / CEO

**Recommended Acceptance:**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Jaime Nodarse Barrera

VP for Institutional Advancement

Dated:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_