[FORM: CONDITIONS OF GIFT LETTER TEMPLATE]

[DONOR NAME & ADDRESS

OR USE DONOR LETTERHEAD]

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201X

The Board of Trustees of
The Leland Stanford Junior University

Frances C. Arrillaga Alumni Center

326 Galvez Street

Stanford, California 94305-6105

Attention: Mr. Martin Shell

 Vice President for Development

Ladies and Gentlemen:

This funding is provided as a gift in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to The Board of Trustees of the Leland Stanford Junior University (Stanford) from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (**Donor**) to support \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the Department of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for his/her research on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

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 Stanford. Except as provided in this Conditions of Gift Letter, no agreements have been made as to the disposition of intellectual property or data ownership.
2. A Stanford infrastructure fee will be applied to this gift.
3. A proposal narrative and budget for all components of this gift are descriptive, rather than prescriptive, of the work that may be done under the general purposes presented. Annual narrative and financial reports to the donor, if required, should reflect a general accounting of the progress accomplished and funds spent. Financial reports, if required, need not include a line-item reconciliation with the proposed budgets.
4. 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 goals and objectives outlined in the proposal or discussed with the donor, we allow considerable latitude in the specific expenditure of funds.

**Donor** may include a factual statement about this gift in its periodic public reports and may also refer to the award in a press release approved by Stanford. However, except as otherwise provided in this paragraph, **Donor** will not use the name of any Stanford faculty member, employee, or student, or any trademark, service mark, trade name, or symbol of Stanford without Stanford’s prior written consent.

This Agreement represents the entire agreement and understanding between Stanford and **Donor** with respect to its subject matter and supersedes any prior and/or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

## **I have read and acknowledge the terms of the above Agreement.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Donor Signature**  Date

 Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Signed on behalf of The Board of Trustees of the Leland Stanford Junior University:*

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

Office of Development

Stanford University Date

Cc: [Faculty Recipient]

 Rev 1/2015