



# Gift Agreement and Naming Policies and Procedures

Sample Guidelines & Templates

# Our Gratitude Overflows

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Thank you to hundreds of talented and generous, industry professionals who take the time to participate in our sample swaps.

Providing the nonprofit industry with free samples of donor communications has been a pillar of the work we do at the Donor Relations Group (DRG) for more than a decade. We simply cannot do this work with you—the amazing DRG Community.

Your work continues to inspire us—thank you for sharing it with us!

With endless gratitude,

DRG

**WORK PROCEDURE GUIDELINE**

Unit: Development  
 Subunit: Stewardship & Donor Relations

<b>Title</b>	<b>Policy for Pledge Intention Forms and Gift Agreements for Current Use Gifts</b>
<b>Reference number</b>	WP_ADV_SDR_Pledge_Intentions_Gift_Agreement_Policy
<b>Objective of this Work Procedure</b>	A guide for gift officers to determine what documentation is needed for new current use funds; information about allowable criteria for new funds, particularly scholarships.
<b>Author/Owner</b>	Jenn Farner
<b>Job Title</b>	Executive of Director of Stewardship & Donor Relations
<b>Date Created</b>	04/01/21
<b>Last Review Date</b>	07/12/2022
<b>When is this task performed?</b>	
<b>What programs are needed to perform this task?</b>	

**A Gift Agreement is required for:**

- Any gift that creates a new named fund

**A Pledge Intention Form is required for:**

- Any gift of \$100,000 or more to an existing fund
- Any gift that attaches criteria to the University’s use of that gift, but that doesn’t create a new allocation

**A new chart string and Advance allocation are required for:**

- Any gift that creates a new named fund, whether endowed or current use

**What Criteria Can and Can’t be Included in a Gift Agreement/Pledge Intention Form**

**CAN – It is legal to include criteria based on:**

- Socio-economic status, i.e., financial need
- Geographic region, e.g., high school or school district, residency in a particular area (city, county, state)
- Athletic participation (D1)
- Major, class level, GPA
- Overcoming specific challenges
- First-generation college student

***Special Preferences Text for Gift Agreements (approved by campus legal counsel, 2014 and 2020)***

- *U.S. Citizen or permanent resident, as outlined by the U.S. Department of Education*

- *International student*
- *Preference for students who come from an educational or cultural or geographic background that is underrepresented in the United States or at the [insert name of college or program] at the University of Massachusetts, or students who have demonstrated a sustained commitment to diversity (meaning efforts in the United States to reduce social, educational, or economic disparities based on race, ethnicity, or gender or to improve race relations in the United States) in the academic, professional, or civic realm through their work experience, volunteer engagement, or leadership of a student or community organization or have experienced financial hardship as a result of family economic circumstances.*
- *Preference for a student active in:*
  - *Any honor society (as long as it accepts all racial groups, men and women)*
  - *Any fraternity or sorority (as long as it accepts both men AND women)*
  - *Any UMass Amherst Registered Student Organization (as long as it accepts all students)*

**CAN'T - It is illegal to include criteria based on:**

- Race
- Religion
- Gender
- Citizenship or national origin
- Athletic participation(D3)
- Benefits the donor, e.g., heir or a selection by the donor. The donor cannot be involved in selection.
- Anything you can't search on, e.g., personal qualities, heritage

**AVOID – Criteria that are legal but not feasible**

- Subjective characteristics (good character, demonstrated high integrity, evidence of creativity)
- Selection by essay, a process or committee
- Anything the university is unable to track now or will be unable to track 100 years from now (offspring, children of the class of 2020, grandchildren of grandchildren)
- Restrictions – criteria too restrictive

**Relevant Legislation**

- Title VI of Civil Rights Act of 1964 ([click here for link](#))
- Title IX of Education Amendments of 1972 ([click here for link](#))
- Age Discrimination Act of 1975 ([click here for link](#))
- Section 504 of Rehabilitation Act of 1973 ([click here for link](#)) and Title III of the Americans With Disabilities Act ([click here for link](#))
- 42 U.S.C. Section 1981 ([click here for link](#))

Please contact Stewardship and Donor Relations at [giftagreements@umass.edu](mailto:giftagreements@umass.edu) if you have any questions or need help crafting language for a pledge intention form or gift agreement. The team is always happy to help.

**Revision History**

Preparer	Date	Reviewer	Date	Comments
Jenn Farner	04/01/21	Theresa Curry	5/14/21	
Jen Beane	07/12/22			

**WORK PROCEDURE GUIDELINE**

Unit: Development  
 Subunit: Stewardship & Donor Relations

<b>Title</b>	<b>Gift Agreement Creation Procedure</b>
<b>Reference number</b>	WP_ADV_SDR_Gift_Agreement_Creation_Procedure
<b>Objective of this Work Procedure</b>	A guide for gift officers to determine the steps involved in creating gift agreements and amendments.
<b>Author/Owner</b>	Jen Beane
<b>Job Title</b>	Director of Stewardship
<b>Date Created</b>	07/12/2022
<b>Last Review Date</b>	07/12/2022
<b>When is this task performed?</b>	
<b>What programs are needed to perform this task?</b>	

**Step 1:** After receiving proposal approval, the Development Officer requests the gift agreement draft by submitting the [Gift Agreement Request form](#).

**Step 2:** Development Officer requests RGP / central SDR to create new allocation in Advance  
**Current use fund:** email Suzy Delano [suzy.delano@umass.edu](mailto:suzy.delano@umass.edu)  
**Endowed fund:** email Jen Beane [jen.beane@umass.edu](mailto:jen.beane@umass.edu)

**Step 3: Draft Review**

- Central SDR will send the gift agreement draft pdf to the gift officer. The gift officer provides the document to the donor for review
- Revisions are sent to central SDR for edits, as needed
- Development Officer shares gift agreement with Fund Administrator for approval

**Step 4: Notification of donor and fund administrator approval**

- Development Officer notifies central SDR that the donor and fund administrator have approved the gift agreement

**Step 5: Foundation and VC approval**

(note: Foundation review is not required for current use and bequest gift agreements)

- Central SDR will send the draft to the Vice Chancellor for Advancement for approval and notify the gift officer of any questions or requested changes
- Central SDR will notify the gift officer when VC approval is received
- Central SDR will send the draft to the Foundation for approval and notify the gift officer of any questions or requested changes
- Central SDR will notify the gift officer when Foundation approval is received

**Step 6: Gift Agreement Processing and New Account Request Forms**

- Form is generated by central SDR and sent to the Fund Administrator for signature (currently via DocuSign)

**Step 7: Document Signatures**

- Central SDR circulates the document for all electronic signatures via DocuSign
- For gift agreements that require document signatures, central SDR will share a final version of the gift agreement with the Development Officer. The Development Officer sends hard copy gift agreements to their donors and returns the signed documents to central SDR. Central SDR coordinates the on-campus and foundation signatures.

**Step 8: Final Distribution**

- Central SDR uploads the gift agreement document to the allocation record in Advance
- Central SDR provides signed copies of the final document to all parties, including the development team

**Revision History**

<b>Preparer</b>	<b>Date</b>	<b>Reviewer</b>	<b>Date</b>	<b>Comments</b>
Jen Beane	07/12/2022			

# **NAMING AND RECOGNITION POLICY**

## University of Massachusetts Amherst

### **I. PURPOSE**

The purpose of this document is to provide policy for gift naming opportunities and service recognition naming opportunities at the University of Massachusetts Amherst. (University) This is a campus-specific policy in compliance with and subject to all UMass Board of Trustees' naming policies.

### **II. NAMING OPPORTUNITIES OVERSIGHT**

All naming decisions will be within the purview of the vice chancellor for advancement, with final approval by the provost, chancellor, president and/or Board of Trustees as necessary.

### **III. GENERAL UMASS AMHERST NAMING POLICIES**

One gift will be recognized with only one naming opportunity per commitment.

Each gift must be accompanied by a pledge intention form or gift agreement that has been approved by representatives of the donor and UMass Amherst and, when applicable, the UMass Foundation.

In special cases where contributions for a named gift are less than the suggested minimum set forth by the campus or system, the University of Massachusetts Foundation may approve such gifts as exceptions. Once the foundation has approved the exception, the chancellor or delegate will have final approval whether or not to accept the gift.

Named gifts that result from bequests must meet the minimum gift threshold in place at the time the gift is realized. With chancellor approval, in-kind gifts may be recognized with a naming opportunity for interior spaces, scholarships, fellowships or term faculty positions. Buildings, units, academic programs, centers, institutes, endowed chairs and endowed professorships will not be named in recognition of in-kind gifts.

If at any time following the naming of a building, part of a building, college, school, center, organizational sub-unit, et cetera, circumstances change so that the continued use of that name may adversely affect the reputation or public image of the University, the chancellor will consult with the university's general counsel, the Board of Trustees, and with the University of Massachusetts Amherst Foundation Board of Directors as appropriate, regarding future action. The University reserves the right to remove any name that would adversely affect the reputation or public image of the University. The name may be removed; however, any gift made in connection with the naming opportunity will be retained by the foundation and/or university.

## IV. TYPES OF NAMING OPPORTUNITIES

### a. Buildings and Physical Spaces

Naming opportunities involving physical spaces must be approved by the chancellor. Naming opportunities involving buildings must also be approved by the president and Board of Trustees. Naming opportunities for buildings or physical spaces for which there are potential costs beyond the dollar amount of gifts received must be approved by the provost before being presented to the donor(s).

Buildings will not be named in recognition of planned gift commitments. However, funding arrangements which best serve the interests of UMass Amherst can be negotiated by the chancellor and vice chancellor for advancement, subject to president and Board of Trustee approval.

Gifts which result in recognition of naming buildings or other physical space must be paid in full within five years (e.g., cash, cash equivalents, marketable securities, or pledges with not more than five-year duration) unless a longer period of time for payment of the gift or pledge is approved by the chancellor.

### b. Academic Programs/Units

Gifts to name schools, colleges, or other major university units must be paid in full within five years unless a longer period of time for payment of the gift or pledge is approved by the chancellor. All naming opportunities involving major university units must be approved by the chancellor, president and the Board of Trustees based upon the recommendations of the vice chancellor for advancement and the provost or other appropriate vice chancellor and/or dean/director.

Program naming opportunities (such as departments, academic initiatives, etc.) for which there are potential costs beyond the dollar amount of gifts received must be approved by the provost before being presented to the donor(s).

### c. Named Positions

Naming opportunities involving faculty positions (e.g., endowed chairs or professorships) must be approved by the provost before being presented to the donor(s).

Any new endowment to create a named position must be approved by the president and Board of Trustees. Faculty appointments to these positions must also be approved by the president and Board of Trustees.

Chairs and professorships (with the exception of term chairs and professorships) must result from endowed gifts as they represent ongoing appointments which must be funded in perpetuity.



**d. Current Fund Gifts**

It is recommended that current fund gifts/pledge commitments cover a minimum period of five years. Commitments of less than five years will be allowed at the discretion of the chancellor. At minimum, the annual value of the gift must be either the prevailing minimum gift threshold to establish a named fund or the equivalent of the annual spendable income that would be generated from the minimum endowment threshold based upon the endowment payout rate at the time the gift is made, whichever is greater. If such pledges are discontinued or decreased or become inadequate to provide for the designated purpose, the chancellor and vice chancellor for advancement shall consider whether the designation should be continued. Additionally, outright gifts which equal a minimum endowment amount can also name fellowships, scholarships, student travel awards, research funds, lectureships, and other initiatives, until the funds from the outright gift are exhausted.

The chancellor may consider, upon recommendation of the vice chancellor for advancement, named current use gifts supported by pledge commitments to be expended annually for faculty support. Such gifts shall be designated as “term” gifts (e.g., term academic chair).

If a donor provides a fully documented irrevocable bequest or other planned gift to ultimately create a faculty chair or professorship endowment, the naming can be effected in the present, provided the donor signs a gift agreement to give annually, in perpetuity, until the bequest or planned gift is realized, a gift that is the equivalent of the annual spendable income that would be generated from the minimum endowment amount based upon the endowment payout rate at the time the current fund gifts are made or the chancellor in consultation with the provost agree to another term.

Approved:

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Kumble R. Subbaswamy  
Chancellor  
University of Massachusetts Amherst

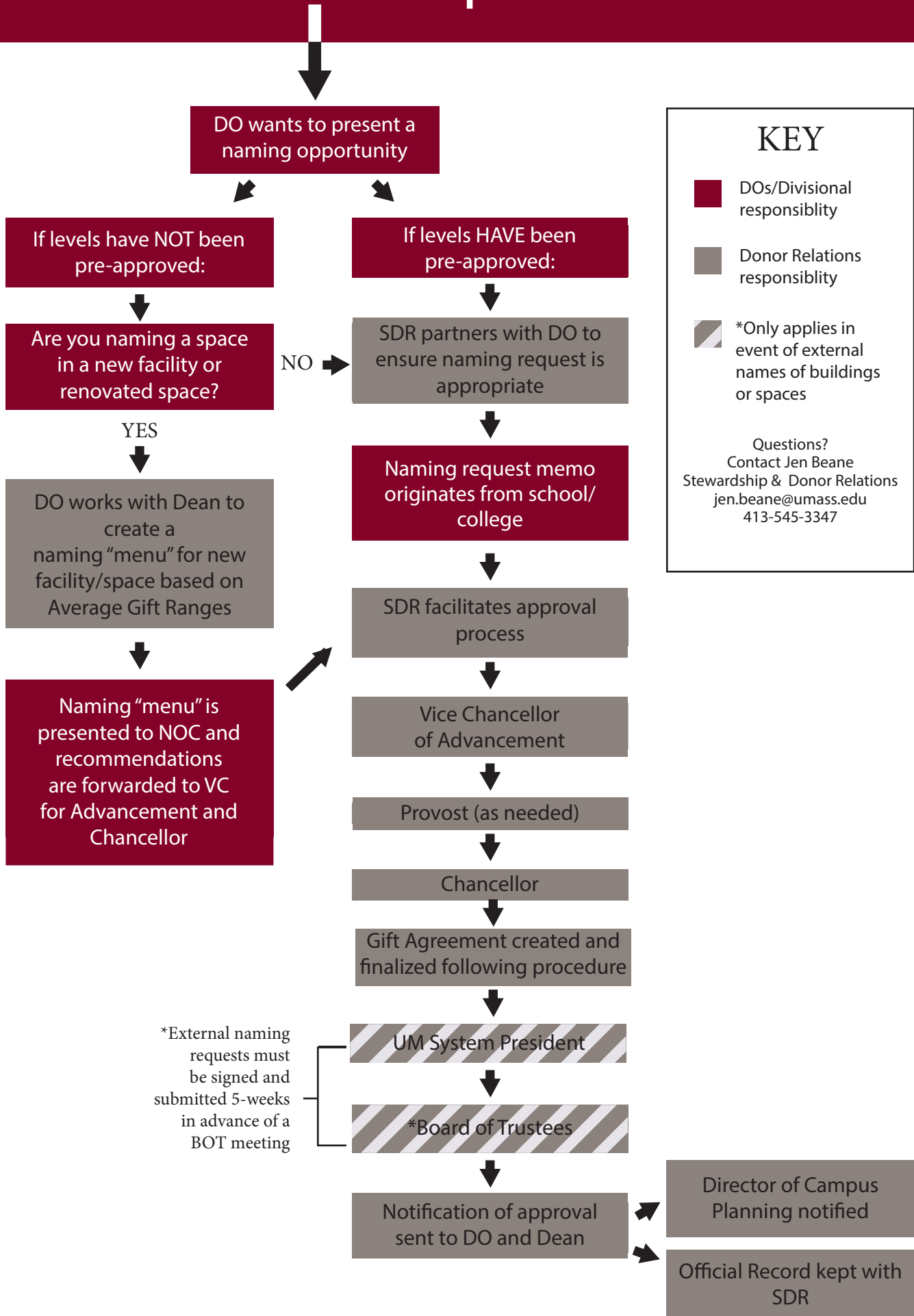
Date

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Arwen Duffy  
Vice Chancellor for Advancement  
and Executive Director of the UMass Amherst Foundation

Date

# How to name a space...



# Quick Reference Guide to Named Spaces on Campus

## PHYSICAL DONOR RECOGNITION FOR PHILANTHROPIC SUPPORT

The University of Richmond recognizes the importance of identifying naming opportunities for buildings, exterior spaces, and interior spaces. Spaces may be named for individuals, families, corporations, foundations, and organizations or other entities. The primary motivating factor for naming a space will be to encourage philanthropic support, and only under unique circumstances should spaces be named without a gift. The following outlines many of our more frequently asked questions.

## OPPORTUNITY GUIDELINES

Decisions about spaces that may be named should be determined by University Advancement. Spaces must be both marketable and accessible, the naming must be appropriate, and there must not be any conflict with prior namings. Advancement is focused on identifying appropriate naming opportunities, while ensuring that our campus aesthetic is kept intact, and an undue burden is not placed upon the University.

### **Spaces for Consideration**

- Wings or floors of buildings
- Specific rooms or suites of rooms
- Offices of directors, faculty, etc.
- Specific interior or adjacent exterior spaces (e.g. lobby, patio, commons)
- Significant architectural features (e.g., an archway)
- Distinct gardens or water features
- Buildings

### **Spaces Typically Not for Consideration**

- Indoor or outdoor furniture (e.g. benches, tables, etc.)
- Trees, bushes, or other plantings
- Bricks or pavers (other than in the columbarium)
- Temporary features
- Hallowed places- certain areas on campus that carry a special meaning and should not be (re)named

*Inquiries related to naming outdoor campus features like **trees** or **benches** are not uncommon at the University of Richmond, and historically, we have often accommodated many of these requests. **Beginning in 2021**, apart from honorary namings, the University will no longer accommodate these requests. Changes to campus landscape often require significant labor to remove, relocate, and/or replace trees and benches, and the cost required to maintain them over time often surpasses the original gift.*

## IDENTIFYING OPPORTUNITIES

Donor Relations will be responsible for maintaining an inventory of available opportunities, managing the workflow from space request to sign installation, and maintaining an updated database of named spaces on campus. Prior to presenting a named space opportunity to a donor, please confirm the availability by checking the [active inventory list](#). This list reflects spaces that are currently available and approved, as well as spaces being held but not yet formally secured.

If you believe a donor may be interested in a space that is on “hold,” or if you are/a donor is curious about spaces or potential opportunities not on the [active inventory list](#), please discuss with the Director of Donor Relations to navigate options.

While physical recognition is most often a reflection of a philanthropic gift, there are times when an **honorary naming** may be appropriate. If you have an honorary naming question or request, please discuss with the Director of Donor Relations.

## HOLDING OR SECURING A SPACE

If you would like to hold or secure a space on behalf of a donor, please submit a **Named Space Request**. This will begin the process of Donor Relations documenting the gift; drafting and editing renderings with a vendor; and production and installation of physical recognition. For all named spaces, a completed and signed Gift Intention form [link] will be required to secure the space.

### WORKFLOW

1	<b>Gift officer</b> confirms opportunity is available and approved and presents to donor.
2	<b>Gift officer</b> completes <b>Named Space Request</b> to hold or secure a space.
3	<b>Donor Relations</b> reviews request, then drafts <b>Gift Intention</b> and saves in Box, along with any physical recognition <b>proof</b> for review.
4	<b>Gift officer</b> reviews and approves <b>Gift Intention</b> and reviews and marks any edits as a note on the <b>proof</b> in Box.
5	<b>Gift officer</b> sends both (either via email or mail) to donor for their review and signature.
6	<b>Donor</b> can return the signed <b>Gift Intention</b> either via email or mail and review <b>proof</b> for edits.
7	<b>Gift officer*</b> : <ol style="list-style-type: none"><li>Forwards signed <b>Gift Intention</b> to <a href="mailto:advops@richmond.edu">advops@richmond.edu</a> and CC <a href="mailto:cadamscl@richmond.edu">cadamscl@richmond.edu</a> with the following additional information: <u>Constituent Name(s)</u>, <u>Constituent Lookup ID(s)</u>, <u>Fund Lookup ID</u>.</li><li>Saves signed Gift Intention in the Gift Documentation shared folder in Box. [insert hyperlink]</li><li>Marks any edits as a note on the <b>proof</b> PDF in Box.</li></ol>
7	<b>Donor Relations</b> finalizes proof review and begins production process of physical recognition.

*\*Alternatively, these steps may be completed by Administrative Assistant, Office of Major Gifts.*

## RECOGNITION PRODUCTION & INSTALLATION

Based on information provided through the Named Space Request, Donor Relations will work with a vendor to create a proof of the signage to be used. Each proof will require review by the gift officer and approval from the donor. There are design and formatting standards we prefer to follow, but should a donor have a special request to work outside of those parameters, we are open to reasonable requests. For additional details on our standards, please see the **Named Space Toolkit**.

- Any edits or requested changes should be noted and tracked via the shared Box PDF.
- On average, signage can take anywhere from 6-8 weeks to produce.
- For larger capital projects, physical recognition will typically be ordered and installed together, regardless of when Gift Intentions are signed or proofs approved.
- For individual projects, Donor Relations will communicate completed installation with the appropriate gift officer.

### WHO CAN HELP?

If you have questions about anything in this guide, or related to it, please reach out to the Office of Donor Relations' primary contact for named spaces:

**Chnoic Clarke, Director of Donor Relations**

[cadamscl@richmond.edu](mailto:cadamscl@richmond.edu)

804-405-9859

Additionally, you can find more details regarding the processes and guidelines we follow with regard to physical donor recognition through named spaces in the **Named Space Toolkit**.

# Quick Reference Guide to Gift Documentation

## GIFTS AND COMMITMENTS TO AN EXISTING FUND

### GIFTS OF LESS THAN \$100,000

For gifts and commitments of less than \$100,000 to a fund that already exists, or to change the designation of such a gift, an email exchange with the donor is sufficient documentation.

#### WORKFLOW

1	<b>Gift officer</b> sends an <b>email</b> to the donor, specifying: Fund Name, Total Gift Amount, and Installment Schedule. The donor must reply in writing to confirm or correct.
2	<b>Gift officer</b> then forwards the email chain to <a href="mailto:advops@richmond.edu">advops@richmond.edu</a> with the following additional information: Constituent Name(s), Constituent Lookup ID(s), Fund Lookup ID.
3	<b>Advancement Operations</b> books the pledge in ArachNet.
4	<b>Annual Giving</b> generates and mails pledge reminders on the specified installment schedule.

TEMPLATE: EMAIL

### GIFTS OF MORE THAN \$100,000

Gifts and commitments of \$100,000 or more to a fund that already exists should be documented with a Gift Intention.

#### WORKFLOW

1	<b>Gift officer</b> completes <b>Gift Intention</b> and sends (either via email or mail) to donor for their review and signature.
2	<b>Donor</b> can return the signed Gift Intention either via email or mail.
3	<b>Gift officer*</b> then: a. Forwards signed Gift Intention to <a href="mailto:advops@richmond.edu">advops@richmond.edu</a> with the following additional information: Constituent Name(s), Constituent Lookup ID(s), Fund Lookup ID. b. Saves signed Gift Intention in the <a href="#">Gift Documentation folder in Box</a> .
4	<b>Advancement Operations</b> books the pledge in ArachNet.
5	<b>Annual Giving</b> generates and mails pledge reminders on the specified installment schedule.

*\*Alternatively, these steps may be completed by Administrative Assistant, Office of Major Gifts.*

TEMPLATE: GIFT INTENTION

# GIFTS AND COMMITMENTS TO ESTABLISH A NEW FUND

## GIFTS TO ESTABLISH A NEW FUND

Donors most commonly establish a new endowed fund, but this is also applicable in the rare case of a new current restricted fund. Sometimes, a donor is ready to make their gift before the gift documentation is completed, in which case we can designate the gift to the Pending fund temporarily and adjust the designation once the steps below are completed. Gifts and commitments to establish a new fund should be documented with both:

- a) Gift Usage Agreement outlining the restrictions for the usage of the gift, and
- b) Gift Intention listing the total gift amount and installment schedule.

### WORKFLOW

<b>1</b>	<b>Gift officer</b> completes <a href="#">Gift Documentation Request (GDR)</a> .
<b>2</b>	<b>Donor Relations</b> drafts documentation and saves in Box.
<b>3</b>	<b>Gift officer</b> reviews and approves draft documentation in Box.
<b>4</b>	<b>Donor Relations</b> circulates draft documentation to appropriate reviewers.
<b>5</b>	Once reviewed, <b>Donor Relations</b> circulates finalized documentation for internal signatures.
<b>6</b>	Once signed, <b>Donor Relations</b> mails two copies to donor, one for them to sign and return.
<b>7</b>	Once returned, <b>Donor Relations</b> completes the <b>New Fund Request (NFR)</b> to have the fund created in ArachNet and Banner.
<b>8</b>	Once NFR is completed, <b>Donor Relations</b> marks GDR completed and sends email notification with Box links to both the fully executed gift documentation and NFR.

### TEMPLATE: USAGE AGREEMENTS – FOR REFERENCE ONLY, DONOR RELATIONS WILL GENERATE

- Unrestricted scholarship
- Restricted scholarship
- Summer Fellowship
- Group gift

### ENDOWED FUND TOOLKIT FOR DEVELOPMENT

This document outlines endowed fund type minimums, allowable criteria, endowed fund activation and spending distribution, and stewardship of endowed fund donors.

# PLANNED GIFT COMMITMENTS

## PLANNED GIFTS TO AN EXISTING FUND

Planned gift commitments (e.g. bequest or beneficiary designation) to a fund that already exists should be documented with a Notification of Deferred Gift.

### WORKFLOW

<b>1</b>	<b>Gift officer</b> completes <b>Notification of Deferred Gift</b> , with consultation if necessary from Associate Director of Gift Planning, and sends (either via email or mail) to donor for their review and signature.
<b>2</b>	<b>Donor</b> can return the signed Notification of Deferred Gift either via email or mail.
<b>3</b>	<b>Gift officer*</b> : a. Forwards signed <b>Notification of Deferred Gift</b> to <a href="mailto:giftplanning@richmond.edu">giftplanning@richmond.edu</a> with the following additional information: Constituent Lookup ID(s), Fund Lookup ID. b. Saves signed Notification of Deferred Gift in the <b>Gift Documentation folder in Box</b> .
<b>4</b>	<b>Gift Planning</b> books the planned gift in ArachNet.

*\*Alternatively, these steps may be completed by Administrative Coordinator, Office of Major Gifts.*

TEMPLATE: NOTIFICATION OF DEFERRED GIFT

## PLANNED GIFTS TO ESTABLISH A NEW FUND

A planned gift commitment must be commensurate to our existing giving levels to establish a new fund; anything below those thresholds must be directed to an existing fund. A planned gift commitment (e.g. bequest or beneficiary designation) to establish a new fund should be documented with both:

- a) Gift Usage Agreement outlining the restrictions for the usage of the gift, and
- b) Notification of Deferred Gift

### WORKFLOW

<b>1</b>	<b>Gift officer</b> : a. Completes <b>Notification of Deferred Gift</b> , with consultation if necessary from Associate Director of Gift Planning. b. Completes <b>Gift Documentation Request (GDR)</b> , which will initiate the process described in the Gifts and Commitments to Establish a New Fund section above.
<b>2</b>	Once both the <b>Notification of Deferred Gift</b> and <b>Gift Usage Agreement</b> are ready for donor signature, <b>Donor Relations</b> mails two copies of each to donor; they sign and return one of each.
<b>3</b>	<b>Donor Relations</b> : a. Forwards signed <b>Notification of Deferred Gift</b> and <b>Gift Usage Agreement</b> to <a href="mailto:giftplanning@richmond.edu">giftplanning@richmond.edu</a> with the following additional information: Constituent Lookup ID(s), Fund Lookup ID. b. Saves signed Notification of Deferred Gift and Gift Usage Agreement in the <b>Gift Documentation folder in Box</b> .
<b>4</b>	<b>Gift Planning</b> books the planned gift in ArachNet.

TEMPLATE: GIFT USAGE AGREEMENT-PLANNED GIFT [hyperlink coming soon]

TEMPLATE: NOTIFICATION OF DEFERRED GIFT

# GIFTS AND COMMITMENTS TO A CAPITAL PROJECT

## GIFTS TO A CAPITAL PROJECT

Gifts of \$25,000 or more to a capital project should be documented with a specialized Gift Intention. Donor Relations maintains an inventory of available naming opportunities and manages the workflow from space request to gift documentation to sign installation.

### WORKFLOW

1	Gift officer completes <b>Named Space Request</b> to hold or secure a space.
2	Donor Relations reviews request, then drafts <b>Gift Intention</b> and saves in Box, along with any physical recognition <b>proof</b> for review.
3	Gift officer reviews and approves <b>Gift Intention</b> and reviews and edits <b>proof</b> in Box.
4	Gift officer sends both (either via email or mail) to donor for their review and signature.
5	Donor can return the signed <b>Gift Intention</b> either via email or mail and review <b>proof</b> for edits.
6	Gift officer*: a. Forwards signed <b>Gift Intention</b> to <a href="mailto:advops@richmond.edu">advops@richmond.edu</a> and <a href="mailto:giftdocs@richmond.edu">giftdocs@richmond.edu</a> with the following additional information: Constituent Name(s), Constituent Lookup ID(s), Fund Lookup ID. b. Saves signed Gift Intention in the <b>Gift Documentation folder</b> in Box. c. Marks any edits as a note on the <b>proof</b> PDF in Box.
7	Donor Relations finalizes proof review and begins production process of physical recognition.
8	Advancement Operations books the pledge in ArachNet.
9	Annual Giving generates and mails pledge reminders on the specified installment schedule.

*\*Alternatively, these steps may be completed by Administrative Assistant, Office of Major Gifts.*

TEMPLATE: GIFT INTENTION-CAPITAL PROJECT

NAMED SPACES TOOLKIT FOR DEVELOPMENT [hyperlink coming soon]

*This document outlines additional process and policy regarding named spaces on campus.*

## OTHER TYPES OF GIFT DOCUMENTATION

*Generally, these are handled on a case-by-case basis with Donor Relations and the Assistant Vice President of Development.*

### Group Gifts

Group gifts should typically be documented in the same way as described above — depending on the type of gift. One lead donor should be identified to sign the documentation. For more information, view the Group Gift policy [hyperlink coming soon].

### Charitable Gift Annuities

These require a specialized gift agreement; contact the Associate Director of Gift Planning for assistance.

### Memorandum of Understanding (MOU)

Used to provide additional clarity or the University's understanding of the intended purpose of a gift, particularly when a legal representative can't be identified. Frequently used when a bequest is received without an agreement on record.

### Amended & Restated Gift Usage Agreement

Used to document formal changes to existing gift documentation, typically to adjust the donor's preferences or allowable uses.

### WHO CAN HELP?

If you have questions about anything in this guide, please reach out to Donor Relations' primary contact for gift documentation:

**Katie Bell, Senior Associate Director of Donor Relations**

[katie.bell@richmond.edu](mailto:katie.bell@richmond.edu)

804-289- 8949





# **NAMED SPACES & PHYSICAL DONOR RECOGNITION TOOLKIT FOR DEVELOPMENT**

## SUMMARY

The University of Richmond recognizes the importance of identifying naming opportunities for buildings, exterior spaces, and interior spaces. This document sets forth the guidelines and procedures for naming spaces on the University of Richmond campus. It establishes best practices and standards to ensure consistency across the University, ensure efficient records management, and maintain consistent tracking of inventory.

## PARTNERS

This work is a partnership between the Office of Donor Relations, colleagues in Advancement, and University Facilities. It is ongoing and evolving work, as laws, policies, and University priorities are inevitably going to change over time. The Office of Donor Relations will be responsible for maintaining and updating this toolkit as a resource for the development team. If you have any questions that are not addressed by this toolkit, please feel free to [ask](#).

## CONTENTS

NAMING A SPACE	3
What Can Be Named	3
What Cannot Be Named	3
Honorary Naming	4
PHYSICAL RECOGNITION	4
Signs, Plaques, & Raised Letters	4
Project-Based Donor Wall Recognition	5
Cumulative Giving Donor Wall Recognition	6
DESIGN STANDARDS	7
Formatting and Naming Conventions	7
INVENTORY, PRODUCTION, & MAINTENANCE	9
Types of Space Inventory	9
Holding or Securing a Space	9
Review & Production	10
Budget	10
Installation, Tracking & Maintenance	10
DOCUMENTATION, CHANGES TO EXISTING SPACES, & REMOVAL	10
Documentation Required	10
Changes to Existing Named Recognition	11
Removal of Named Recognition	11
WHO CAN HELP	11

# NAMING A SPACE

Spaces at the University of Richmond may be named for individuals, families, corporations, foundations, and organizations or other entities. The primary motivating factor for naming a space will be to encourage philanthropic support, and only under unique circumstances should spaces be named without a gift.

## What Can Be Named

Decisions about spaces that may be named are determined in partnership between University Advancement and University Facilities. Together, they review floor plans to ensure that rooms and spaces are both marketable and accessible, the naming will be appropriate, and there are no conflicts with prior namings.

### *Spaces for Consideration*

- Wings or floors of buildings
- Specific rooms or suites of rooms
- Offices of directors, faculty, department heads, etc.
- Specific interior or adjacent exterior spaces (e.g. lobby, patio, commons)
- Significant architectural features (e.g., an archway)
- Distinct gardens or water features
- Buildings

## What Cannot Be Named

Advancement efforts at the University of Richmond focus on identifying appropriate naming opportunities, while ensuring that our campus aesthetic is kept intact, and an undue burden is not placed upon the University. There are some spaces that we generally prefer to not name, however, if there is special interest in something listed below, please contact the Office of Donor Relations.

### *Spaces Typically Not Under Consideration*

- Indoor or outdoor furniture (benches, tables, etc.)
- Trees, bushes, or other plantings
- Bricks or pavers (other than in the columbarium)
- Temporary features
- Hallowed places- certain areas on campus that carry a special meaning and should not be (re)named.

*Inquiries related to naming outdoor campus features like **trees** or **benches** are not uncommon at the University of Richmond, and historically, we have often accommodated many of these requests.*

*Beginning in 2021, apart from honorary namings, the University will no longer accommodate these requests. Changes to campus landscape often require significant labor to remove, relocate, and/or replace trees and benches, and the cost required to maintain them over time often surpasses the original gift.*

## Honorary Naming

An honorary naming (*a naming that is not supported by a gift*) is recognition that is a lasting and powerful affirmation of the honoree's connection to the University of Richmond. This recognition will typically be in the form of a stone marker.

### *Criteria for Honorary Naming*

- Exceptional dedication to the institution in a teaching, research, service, or administrative capacity
- Rare or exceptional levels of achievement in their field widely recognized by their peers
- Historical events or milestones in University of Richmond history

### *Other Considerations*

- Before installing any honorary recognition, the University of Richmond must obtain all appropriate permissions related to the use of the name.
- An honorary naming should not be made for active members of the University faculty or staff, active members of the Board of Trustees, or elected officials currently holding office.
- University Facilities- Landscape Services maintains a small selection of preferred locations and tree types that may be considered for an honorary naming.

### *Initiating an Honorary Naming Request*

- A formal request must be submitted via [email](#) to the Director of Donor Relations for the appropriate review. Please indicate who you would like to be honored and the criteria (see above) that apply.
- The request will be reviewed and MUST have final written approval from the Director of Donor Relations.

## PHYSICAL RECOGNITION

The University places great value on recognizing and showing appreciation to donors for their generosity. Gifts to name a space will typically be physically recognized in, or near, the space, and will likely remain in place for the useful life of the space. We will utilize a combination of recognition types and styles.

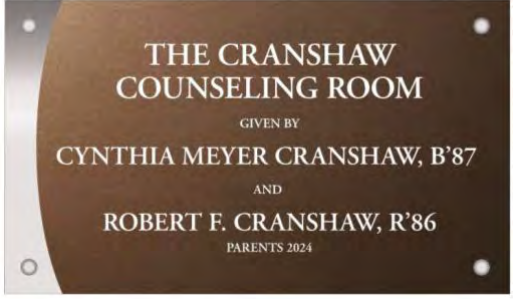
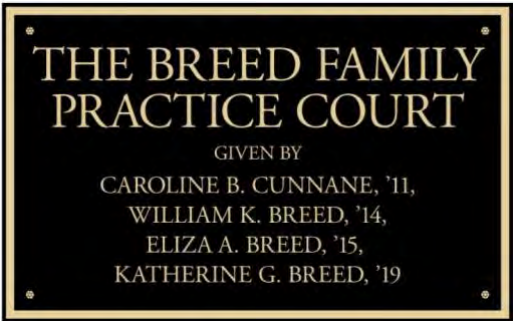

The type of recognition used will be:

- Determined at the outset of the project
- Commensurate to the level and type of gift
- Designed in accordance with University standards
- Aligned with the features of the intended placement

### Signs, Plaques, & Raised Letters

For each new piece of recognition, we make every attempt to maintain standards for the sizes and features of our recognition. Below are general guidelines, but special exceptions or accommodations may be necessary.

Richmond Athletics utilizes a different font and color on much of their physical recognition, the vendor confirm with facilities and athletics that the appropriate standards are met.

<p><b>Acrylic sign</b></p>	<p>Used to recognize donors naming interior spaces, like offices and suites.</p>	 <p>THE CRANSHAW COUNSELING ROOM GIVEN BY CYNTHIA MEYER CRANSHAW, B'87 AND ROBERT F. CRANSHAW, R'86 PARENTS 2024</p>
<p><b>Cast bronze plaque</b></p>	<p>Used to recognize groups or lead donors, or to recognize donors naming exterior spaces.</p>	 <p>THE BREED FAMILY PRACTICE COURT GIVEN BY CAROLINE B. CUNNANE, '11, WILLIAM K. BREED, '14, ELIZA A. BREED, '15, KATHERINE G. BREED, '19</p>
<p><b>Raised lettering</b></p>	<p>Used to recognize larger gifts and spaces and should be paired with an acrylic sign giving full donor recognition.</p>	 <p>DAVENPORT FAMILY FOUNDATION STUDENT HEALTH CENTER 5.00' 14.50'</p>

***Example Benchmarks for Recognition Type***

For the Well-Being Center and the Queally Athletics Center, completed in 2020, physical recognition included acrylic signs, cast bronze plaques, raised lettering, and a donor wall. With few exceptions, recognition type was based on the following gift amounts:

- **\$500,000+:** large acrylic sign + raised lettering
- **\$250,000 - 499,999:** large acrylic sign
- **\$25,000 - 249,999:** small acrylic sign
- **\$25,000+:** inclusion on the donor wall
- **Exterior:** cast plaques

For more images and examples, you can visit historical records for the Well-Being Center and the Queally Athletics center [here](#).

**Project-Based Donor Wall Recognition**

For larger projects, like a new building or a significant addition to an existing building, it is recommended that a donor wall be located in a prominent area, and it should be discussed early in the building design process to ensure it will be appropriately located and integrated into the building’s aesthetic and materials. There is creative freedom in the design of a donor wall that may not exist in other signage.

Donor walls may allow for inclusion of donors that made a gift below the minimum level to name a space.



*Donor wall in the Well Being Center- 2022*

## Cumulative Giving Donor Wall Recognition

Individuals, corporations, foundations, and organizations that have given cumulative gifts totaling \$1million+ will be recognized on the University's Quatrefoil Wall, located in the lower portion of the University Forum.

If you believe a donor has achieved this benchmark, please contact the Director of Donor Relations to discuss the engraving process. Only the donor's legal name will be included on the wall. No other attributes, like class year, will be referenced.

The following are considerations for inclusion on the Quatrefoil Wall:

### Planned gifts

- Only charitable gift annuities and other irrevocable planned gifts will be counted toward a living individual's total giving at the face value of the deferred gift.
- Revocable planned gifts and life insurance policies will only be added to giving totals upon realization of the gift. Should their planned gift bring their giving to \$1million+, donors will be recognized on the Quatrefoil Wall posthumously.

### Soft credit

- All gifts from donor advised funds, family foundations, and privately held companies will be counted toward an individual's total giving.

### Matching gifts

- Matching gifts from an individual's employer will not be included in their individual giving.
- Matching gifts from foundations and corporations will be counted toward their total giving.

**Pledges** and **gifts-in-kind** are not counted toward total giving.

# DESIGN STANDARDS

The University strives to preserve the aesthetics of the campus architecture while meeting the needs of our donors. Text will remain as standardized and consistent as possible across campus. In partnership with University Facilities, Donor Relations will identify the appropriate sign materials to be used to complement the space.

## Formatting and Naming Conventions

### *Donor Name Formatting*

With few exceptions, it is preferred that the donors' formal name is used.

- Middle initials are included as part of the formal name
- Suffixes (Jr., III, etc.) are included in as part of the formal name
- Prefixes or titles (Mr., Miss, etc.) and/or professional designations (MD, Dr., PhD, etc.) are not included in the formal name.

### *Space Name Formatting*

The names of spaces will typically include the last name of the donor paired with the type of space.

- *The Smith Commons/Smith Commons*

For foundation or corporate gifts, the full name can be paired with the type of space.

- *The Smith Foundation Commons/Smith Foundation Commons*
- Corporate or organization logos may not be incorporated into recognition signage

For signs or plaques, official space names should begin with “**The**”

- *The Smith Commons*

For dimensional lettering, official space names should NOT use “**The**”

- *Smith Commons*

### *Full Sign Formatting*

#### Households

- we will list the female's full formal name and any UR alumni affiliation, followed by the male's full formal name and any UR alumni affiliation.
- for couples with different last names or same-sex couples, we will list the full formal name of each individual and any UR alumni affiliation, in alphabetical order.
- for UR alumna, we will include her full maiden name in lieu of her middle initial.

#### Degree Details

- undergraduate degrees earned in 1992 or before:
  - undergraduate alumni list the school abbreviation and degree year.
    - *Suzanne Brown Smith, W'67*

Richmond College

R

Westhampton College

W

Robins School of Business

B

- undergraduate degrees earned in 1993 or after:
  - undergraduate alumni are identified only by the degree year.
    - *Suzanne Brown Smith, '95*
- graduate degrees earned in any year:
  - always include the school abbreviation with the degree year
    - *Suzanne Brown Smith, '95, G'00*

Graduate School of Arts and Sciences	G
School of Professional and Continuing Studies	C
Graduate School of Professional and Continuing Studies	GC
Richard S. Reynolds Graduate School	GB
University of Richmond School of Law	L

- honorary degrees awarded in any year:
  - should be included if that's the donor's preference
    - *Suzanne Brown Smith, '95, G'00, H'20*
- **Parent** affiliations will be included for both current parents and parents of alumni
  - parents will be identified by "Parent/s", followed by their child's degree year
    - *Parents 2020, 2025 (abbreviated to '20, '25 for space, if needed)*
  - with few exceptions, the child/children's names are not included. However, if that is the preference of the donors, it will be considered in consultation with the Vice President for Advancement. If approved, we will ask that installation be delayed until the child has graduated.
- **In Honor of/In Memory** of designations are included by special request.
  - The donor's name will be followed by the name of the individual being memorialized or honored and any affiliations that individual may have (see example).
- **Dedication Date** is optional and can be determined on an individual sign or individual project basis.

*Standard layout with approximate font size:*

**SPACE NAME** (font approx. 1.5cm tall)  
**GIVEN BY** (font approx. 0.5cm tall)  
**DONOR NAME, AFFILIATION(S)** (font approx. 1cm tall)  
**AND** (font approx. 0.5cm tall)  
**DONOR NAME, AFFILIATION(S)** (font approx. 1cm tall)  
**PARENT AFFILIATION(S)** (font approx. 1cm tall)  
**IMO/IHO** (font approx. 0.5cm tall)  
**INDIVIDUALS NAME, AFFILIATION(S)** (font approx. 1cm tall)



**THE SMITH COMMONS**

GIVEN BY  
**SUZANNE BROWN SMITH, '95**

AND  
**JOHN B. SMITH**  
**PARENTS 2025**

IN MEMORY OF  
**MARY B. SMITH**



# INVENTORY, PRODUCTION, & MAINTENANCE

Donor Relations will be responsible for maintaining an inventory of available opportunities, managing the workflow from space request to sign installation, and maintaining an updated database of named spaces on campus. Donor Relations will partner significantly with the UR Digital Scholarship Lab, University Facilities, including landscape services, as well as vendors and gift officers.

Donor Relations should be consulted on all donor-facing communication related to named spaces and naming recognition prior to sharing the opportunity with donors.

## Types of Space Inventory

**Existing Space:** For smaller projects, such as installing one plaque in an existing space, Donor Relations will facilitate the process and match to existing signage in the space, so there will be little flexibility in the design. University Facilities will help coordinate the installation of the recognition.

**New Space:** For larger projects that are part of a new facility construction, Donor Relations will work with University Facilities to coordinate production and installation at the start of the project. Before being shared publicly, opportunities will be identified and confirmed, a vendor will be identified, as well as sign design(s), budget, and timeline.

## Holding or Securing a Space

Prior to presenting any named space opportunity to a donor, please confirm availability by checking the [active inventory list](#). This list reflects spaces that are currently available, as well as spaces being held on behalf of a donor, but for which signed documentation has not yet been secured. (*When fully converted to ArachNet, we aim track opportunities within that system*). If you believe your donor may be interested in a space that is on “hold,” please reach out to the Director of Donor Relations to discuss your options.

If you are interested in securing or holding a space, please submit a [Named Space Request](#). A hold request will be marked as such on our inventory list. If securing a space, this will initiate the appropriate process through the Named Space Request (dynamic form), resulting in:

1. a Gift Intention with relevant details (gift amount, payment schedule, physical recognition/space details, etc.) that will require a donor signature
2. physical recognition copy and proof that will require donor review and approval

For additional details on what is required and the steps necessary to formally document a gift of capital support, please see the Reference Guide - Gift Documentation [link pending].

## Review & Production

Using the donor information submitted with the Named Space Request, along with the Gift Intention, Donor Relations will send a proof of recommended language that can be shared with the donor for review and written approval. Any requested changes to design standards previously outlined will be reviewed on a case-by-case basis. Prior to sending any signage to production, a final color rendering will be available for donor review.

Depending on the material and its availability\*, signage takes anywhere from 4-8 weeks to complete. Acrylic signs typically see a faster turnaround than a cast bronze plaque, for example.

*\*Often still impacted by COVID related supply chain issues*

## Budget

For larger projects, such as a new building or a significant renovation, costs associated with physical recognition will be added into the cost of construction.

For single sign projects, or honorary namings, the requesting department/division will be responsible for the cost. For a project that is not requested by a specific department/division, University Advancement will be responsible for the cost associated with physical recognition.

## Installation, Tracking & Maintenance

Upon completion of recognition production, **University Facilities will be responsible** for coordinating installation with the vendor. If necessary, Donor Relations will review installation plans with University Facilities to confirm preferred placement of recognition.

**University Facilities will be responsible** for any repair, removal, or relocation of donor recognition. Should a piece of donor recognition require repair, removal, or relocation, Donor Relations will be notified as soon as possible, ensuring enough time to determine next steps and communicate with the donor, if necessary.

The Office of **Donor Relations will be responsible** for tracking the details that will be cataloged in a digital database of named spaces. This is an ongoing project and not yet comprehensive, but if you have questions about existing spaces or where to locate a particular piece of recognition, we will share any relevant information we have.

## DOCUMENTATION, CHANGES TO EXISTING SPACES, & REMOVAL

### Documentation Required

For all named spaces, a completed and signed **Gift Intention** will be required to secure the space and begin production of any physical recognition. Commitments can come in the form of an immediate gift or a pledge; however, pledges toward named spaces should be paid in full within five years of the commitment.

For larger commitments, or more prominent named spaces (e.g. a new building), a Gift Agreement may be needed and will be determined by the VP of Advancement and University general counsel.

## Changes to Existing Named Recognition

While most physical recognition is intended for long-term acknowledgement of a donor's gift, there are times that it is no longer feasible to maintain or display the recognition.

- Upon demolition, replacement, movement, substantial renovation, or similar modification of a named space, the University will do its best to replace or relocate, but it may deem that the naming period has concluded.
  - If the University of Richmond deems the naming period for a space has concluded, Donor Relations will facilitate informing the donor or in some cases, surviving family members.
- If a donor requests a name change to their space (e.g. due to divorce or corporate merger), the University will consider the request. If approved, the cost of all replacement signage and other related expenses shall be paid by the donor.
- If a donor fails to maintain payments on a pledge upon which the naming was bestowed, the naming may be reconsidered.

## Removal of Named Recognition

Established by the Board of Trustees, the University's [Naming Principals](#) provides the overarching policy on decisions related to named spaces. Please refer to this if there are any related questions. The BOT retains final authority for decisions about namings, de-namings, and re-namings.

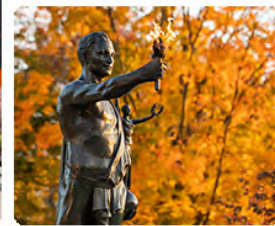
## WHO CAN HELP

If you have questions about anything in this guide, or related to it, please reach out to the Office of Donor Relations' primary contact for named spaces:

**Chnoic Clarke, Director of Donor Relations**

[cadamscl@richmond.edu](mailto:cadamscl@richmond.edu)

804-405-9859



# UT FOUNDATION GIFT AGREEMENT



THE UNIVERSITY OF TENNESSEE  
**UT FOUNDATION**

# Endowed Gift Agreement

Between **Donor Name** and The  
University of Tennessee Foundation, Inc.

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The following sets forth an agreement by and between **Donor Name (the Donor)** and the University Tennessee Foundation, Inc. (the Foundation). The Foundation is a not-for-profit corporation in the State of Tennessee organized to support the fund raising activities of the University of Tennessee (the University) and is an organization described in Internal Revenue Code 501(c)(3). Gifts to the Foundation should be made payable to the University of Tennessee Foundation, Inc.

## I. The Gift

The Donor commits \$\_\_\_\_\_ to establish or add to the **Endowment Name** to support **College/Unit/Program** as indicated by the signature of the Donor.

The Scholarship Committee shall choose the recipients in accordance with University policy. The scholarship shall be open to all applicants regardless of race, color, national origin, religion, sex, pregnancy, marital status, sexual orientation, gender identity, age, physical or mental disability, genetic information, veteran status, or parental status or any other characteristic protected by federal or state law, subject to the following criteria:

- 1. Applicants must be currently enrolled at or admitted to attend the University of Tennessee**
- 2. Applicants must demonstrate successful academic performance**
- 3. Preference given for applicants who have or maintain a GPA of \_\_\_\_\_**
- 4. Preference given for applicants who attended \_\_\_\_\_**
- 5. Preference given for students who participated in \_\_\_\_\_ (organization)**
- 6. Preference given for applicants who are originally from \_\_\_\_\_**
- 7. A student holding the scholarship in one year shall have preference in subsequent years OR A student holding the scholarship in one year shall not have preference in subsequent years**
- 8. Financial need may be considered**

The **Dean/Director of the College/Unit/Program** or their designee will determine how and how much of the annual earnings will be awarded.

If it becomes impossible or impractical to use the gift for the purpose designated by this Gift Agreement, or if this Gift Agreement is determined to be in conflict with any federal, state, or local law, regulation, or ordinance, the University/Foundation, in consultation with the President of the University, will direct the use of this gift in the best interest of the University and in a manner as close as possible to the original intent of the Donor as expressed in this Gift Agreement.

## II. Schedule and Form of Contributions

The Donor agrees to fulfill this commitment with gifts of cash, securities or other assets according to the following schedule:

<b>Due Date</b>	<b>Payment Amount</b>
<u>MM/DD/YEAR</u>	<u>\$ _____</u>
<u>MM/DD/YEAR</u>	<u>\$ _____</u>
<u>MM/DD/YEAR</u>	<u>\$ _____</u>
<u>MM/DD/YEAR</u>	<u>\$ _____</u>
<u>MM/DD/YEAR</u>	<u>\$ _____</u>

The Donor or other contributors may add to this endowment with gifts of cash, securities, or other assets, which, if accepted by the University/Foundation, will become subject to all the covenants, terms, and conditions of this Gift Agreement.

In the event gifts or the proceeds from the sale of donated securities or other property are insufficient to establish the minimum required endowment level within the specified payment schedule, the University/Foundation will contact the Donor (if possible) to discuss an additional contribution. If for any reason, the Donor does not fully fund the minimum endowment of \$25,000 the University/Foundation has the authority to move the principal into another endowment of similar purpose and scope. Endowment funds cannot be converted to spendable (non-endowed) funds but must remain in an endowment.

Quarterly distributions from new endowments must be reinvested for the first year. This delay allows the endowment to begin earning prior to the initial distribution and helps preserve the long-term purchasing power of the gift. Because all endowments make distributions on the same quarterly schedule, a new endowment's first distribution will be made after the earliest calendar quarter-end on, or following, the one-year anniversary of the endowment's inception.

If this gift agreement is to be satisfied by a donor advised fund, community foundation or family foundation, it will be recorded as a gift intention rather than a pledge. Donors will receive recognition credit for the gift but the gift will not receive tax-deductible credit from the Foundation because the Donors received a tax-deductible credit when they contributed to the donor advised fund, community foundation or family foundation.

### **III. Recognition**

The Donor gives the University/Foundation permission to publicly recognize this commitment. The University/Foundation will, however, clear any press releases with the Donor before issuing such release. Recipients are encouraged to write a letter of appreciation to:

**Donor Name**

**Address**

**City, State Zip**

### **IV. Administration**

The Foundation may, for investment purposes, commingle the property comprising this gift with any of its investment assets; however, the gift shall be entered on the Foundation's books and records as stated in Section I. The Foundation will invest the fund and reinvest some or all of the earnings as governed by the University of Tennessee Investment Policy. All earnings will be reinvested until the endowment principal balance reaches \$25,000. Normal fees associated with the collection and disbursement of gifts and gift income may be assessed.

## V. Signatures

For a gift to the University of Tennessee Foundation, Inc., please sign and date below.

---

**Donor Name**  
**Address**  
**City, State Zip**

---

Signed Date

On behalf of the University of Tennessee Foundation, Inc.

---

Kerry Witcher  
President & CEO of the UT Foundation, Inc.

---

Signed Date



**From:** [Susan McDonnell](#)  
**To:** [Susan McDonnell](#)  
**Subject:** Fund Activation Template  
**Date:** Tuesday, June 21, 2022 2:45:52 PM  
**Attachments:** [newIndexReq.pdf](#)

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I'm happy to inform you that new spending <fund(s)> for the <name of unit> <has/have> been activated. As part of the Fund Activation process, we will need you to confirm the approval flows for each fund via the Controller's Office. Please fill out the attached form for each fund and send directly to Wendy Grayauskie and Donna Giangiullo.

FY23 newly activated fund(s) for <Name of Unit> follow(s):

- **Formal Fund Name**
  - **Budget:** (spendable)
  - **Budget Manager/Spender:** (As listed in the gift agreement plus budget manager if appropriate)
  - **Purpose:** (Purpose statement as listed in the GA)

The associated gift agreement can be found [here](#). (link to Sharepoint)

Please reply to this email with any questions.

Warmest regards,

Susan

**Susan McDonnell**

Executive Director, Stewardship | Villanova University  
Office 610.519.4984 | Mobile 484.343.7493



Western  
University  
OF HEALTH SCIENCES

[Agreement Name]

## GIFT AGREEMENT

### University Advancement

This Gift Agreement (the “Agreement”) is made by and among \_\_\_\_\_ [insert name(s) of donor(s)] (hereafter referred to as “the Donor”), and the President and Board of Trustees of Western University of Health Sciences (hereafter referred to as “the University”), a charitable 501 (c)(3) organization.

The Donor and the University agree as follows:

1. Donor Commitment. The Donor hereby irrevocably pledges to the University the sum of \$ \_\_\_\_\_ [insert total amount of pledge or donation], which as provided for herein is designated for the benefit of \_\_\_\_\_ [insert “the University” or the name of a specific college or program].
2. Purpose. It is understood and agreed that the gift will be used \_\_\_\_\_ [insert a detailed description of the use or purpose of the gift. For an endowment, include that the purpose is “to create an endowment from which the earnings shall be used \_\_\_\_\_ .]

The endowed scholarship award is expected to be no less than \$1,000 per year, starting one year after the \$20,000 minimum is achieved, and may be more as the endowment grows and/or other donations are added to the endowment. The scholarship award shall be increased in \$500 increments as the investment return of the endowed fund allows (example: \$1,000 award the first three years, then the endowment produces enough investment return for a \$1,500 award, then a \$2,000 award). Any endowment investment return amounts in excess of the award, but below the next award threshold level, shall be annually returned to the corpus of the endowed fund (example: endowment produces \$1,350 in funds available, \$1,000 will be used toward the scholarship and \$350 will be transferred back into the corpus to increase its value. \$1,900 is available, \$1,500 will be used toward the scholarship with \$400 returned to the corpus).

3. Payment. It is understood and agreed that the gift will be paid in full on or before \_\_\_\_\_ [insert a specific date and, if relevant, a pledge payment schedule including specific months/years and amounts, remembering that scholarships should be paid in full by Sep. 30 to be awarded that academic year], and the funds shall be deposited into the “\_\_\_\_\_” [insert the existing or desired fund name] (\_\_\_\_\_ [insert the fund number or “a new account”]). It is also understood and agreed that the gift funds as received may be invested by the University as it shall best determine pending distribution to the purpose described herein.

4. Binding Obligation. As this gift is a significant commitment that is being utilized to \_\_\_\_\_ [“construct a new building,” “establish a new center,” “open a new program,” etc.] that would not go forward without the gift commitment described herein, it is the agreement of the parties and the intention and wish of the Donor that the gift and any unpaid promised installment under this Agreement shall constitute the Donor’s binding obligation and shall be enforceable at law and equity including, without limitation, against the Donor and the Donor’s estate, heirs and personal representatives, and their successors and assigns. The Donor acknowledges that the University is relying, and shall continue to rely, on the Donor’s gift being fully satisfied as set forth herein.

5. Recognition. The Donor’s gift is important to the University, and in an effort to express the institution’s appreciation and encourage gifts from others for similar purposes, the University may publicly recognize the Donor for their generosity. Recognition may include the description and amount of the donation. [Gifts including a proposed naming would specify the name in this section: “In honor of the Donor’s gift, the University shall name \_\_\_\_\_”] [The University sincerely appreciates the Donor’s gift, as well as their desire to remain anonymous. While the University may still publicly announce the receipt of the gift, its purpose and its benefit to the University to encourage gifts from others for similar purposes, the Donor will not be identified.]

6. Entire Agreement. This Agreement, including Attachment A (“WesternU Gift Administration Terms and Conditions”) contains the entire understanding of the parties with respect to the subject matter of this Agreement and is subject to the laws of the State of California [or Oregon]. This Agreement also supersedes all other agreements and understandings, both oral and written, between the parties relating to the subject matter of this Agreement.

7. Signatures. In witness whereof, the parties to this Agreement have affixed their signatures:  
[keep this line and all signatures on the same page]

BY: \_\_\_\_\_ (Date)  
(Signature) \_\_\_\_\_  
Donor

BY: \_\_\_\_\_ (Date)  
(Signature) \_\_\_\_\_  
Donor

BY: \_\_\_\_\_ (Date)  
(Signature) \_\_\_\_\_  
[Name]  
[Title]  
Western University of Health Sciences

BY: \_\_\_\_\_ (Date)  
(Signature) \_\_\_\_\_  
Diane M. Abraham, Ph.D., MBA  
Senior Vice President for University Advancement  
Western University of Health Sciences

BY: \_\_\_\_\_ (Date)  
(Signature) \_\_\_\_\_  
Robin Farias-Eisner, MD, PhD, MBA  
President  
Western University of Health Sciences

# Attachment A

## WesternU Gift Administration Terms and Conditions

Western University of Health Sciences graciously accepts donations to further its mission as a tax-exempt nonprofit corporation under section 501(c)(3) of the Internal Revenue Code. All gifts to the University will be governed by these Terms and Conditions, which may be amended from time to time by the University. In the event there is conflicting and contradictory information between the Agreement and these Terms and Conditions, the Agreement shall take precedence.

### General Terms

1. **Protecting Your Intent:** The University places great importance on protecting your intent for the use of your gift. In the event that the original purpose of your gift is no longer practicable, such as when a program at the University is eliminated, please rest assured that the University will use your gift for a purpose that most closely matches your original intent. In such a case, the University will use reasonable efforts to consult with you or your known living relatives or representative to determine a new designation for the gift. In the event that you or your known living relatives cannot be contacted, or you or your known living relatives are unable to identify alternative purposes, the University will redirect the gift in a manner that most closely satisfies the Donor's intentions in accordance with the Uniform Prudent Management of Institutional Funds Act (UPMIFA). This applies to endowed and non-endowed gifts.
2. **Gift Agreement:** You are encouraged to seek independent professional advice relating to legal, accounting and tax issues with respect to the gift you are making to the University. Once a gift agreement is finalized and duly signed, only those representations, understandings or agreements specifically included in the gift agreement shall apply. The agreement shall be deemed a product of the mutual efforts of the parties and shall not be construed for or against a party on the basis of the extent to which that party participated in drafting it.
3. **Gifts from Foundations, Corporations and Organizations:** If the gift is being made through a foundation, corporation or organization, the Donor acknowledges that he/she has the power and authority to make the gift to the University and sign any related agreement.
4. **Gifts from Donor Advised Funds:** If the gift is being made through a Donor Advised Fund (DAF), the University will abide by the Internal Revenue Service and DAF company's policy for matters relating to receipting, recognition, and quid pro quo.
5. **Amendment:** By mutual consent of the University and the Donor, the Donor's legally or duly appointed agent or attorney-in-fact, or the personal representative of the Donor's estate, any provision of the Agreement may be amended, modified or deleted. Any such changes, deletions or additions shall be recorded in written signed addenda, which shall form part of the Agreement.
6. **Effective Date:** The effective date of the Agreement will be the date upon which the Agreement is signed by the last party to do so.

**If the Gift is for an endowment, these additional terms will apply:**

1. **Investment Policy:** Guidelines for endowment gifts are determined by the WesternU Board of Trustees, and amended from time to time. According to these guidelines, endowment funds may be invested, commingled or merged with and become part of the general endowment funds and investment assets of the University. Those same guidelines determine the investment, allocation of return on investment and distribution of endowment funds and the allocation of income, loss, fees and expenses associated with endowment funds and with securing and administering endowment funds.
2. **Spending Distribution:** The amount distributed for spending from an endowment fund will be used to provide support according to the intent indicated by the Donor in the Agreement. The timing and amount of distributions are defined by the University's Investment Policy Guidelines for Endowment and Cash Management and subject to change.
3. **Additional Gifts:** The Donor reserves the right to increase the Fund through additional gifts and hereby consents to additional contributions to the Fund by any individual, corporation, foundation, trust, estate or other legal entity through individual gift, bequest or other gift vehicle, and all gifts so designated shall be subject to the provisions of the Agreement. Unless otherwise requested in writing, any additional contributions made to the fund shall be deposited into the endowment fund (rather than the disbursement fund), permanently restricted, subject to the terms of the Agreement and reported to the Donor periodically for stewardship purposes.
4. **Thresholds:** The WesternU Board of Trustees has set and approved thresholds for endowed gifts according to the area of support, e.g., chair, scholarship, program, etc. In the event these thresholds change, the gift described in the Agreement is subject to the thresholds in place as of the effective date of the Agreement. If the Donor's contributions to an endowed fund fail to meet the minimum threshold for its category, the endowment will be reclassified into a different endowment category. If no appropriate category is available, the funds will be moved to a non-endowed account for the same purpose designated for the endowment's earnings in the Agreement. In such a scenario, the University will use reasonable efforts to consult with the Donor or their known living relative(s) or representative(s) to determine a new designation for the gift.
5. **Reporting:** Once distributions for spending from an endowment fund begin, the Donor will receive an annual report of activity from the University, including performance of the fund and use of proceeds. Notification will be sent to the address the University has on file for the Donor. If the Donor's address changes, the Donor must notify the Advancement Information Services Office in writing at AISOffice@westernu.edu or 309 East Second Street, Pomona, California 91766.

**If the Gift includes naming recognition, these additional terms will apply:**

1. **Approval:** Naming of both physical and non-physical entities is contingent on and subject to the approval of the University's President or Board of Trustees.
2. **Naming Rights:** The University has full and complete rights to use the approved name for all purposes related to the physical or non-physical entity that is being named.
3. **Alternate Naming:** If the University has offered naming rights for a Donor's commitment and, for whatever reason, the Donor cannot complete their payments, the University may remove the Donor's name or the Donor may be offered an alternate naming opportunity commensurate with their giving level.
4. **Additional Naming Opportunities:** Naming associated with a particular facility, space or program will not preclude further naming within that facility, space or program.
5. **Signage:** The approved name will be designated by appropriately designed and placed signage that is established by the University and approved by the Donor.
6. **Naming Duration:** If the Donor is recognized with a naming of a physical entity (e.g. such as a classroom, building, etc.), the naming will persist for the useful life of the facility, so long as it is still being utilized for the purpose for which it was intended at the time the Donor made their gift. If the facility is no longer being used, or the purpose has changed, the University may rename the facility. At such time, the gift will be appropriately recognized either in the replacement building or at another location. If the Donor is recognized with the naming of a non-physical entity (e.g. such as a scholarship, chair, etc.), the naming will persist as long as the entity continues to exist.
7. **Space Use Change:** As can sometimes happen, a space use change or renovation could affect the naming. In that case, the University will notify the Donor or their known living relative(s), and offer an alternate naming location, commensurate with the giving level.
8. **Revocation of Naming:** Ensuring the public trust and reputation of the University is of utmost importance. Therefore, if the Donor's reputation changes so that the continued use of the Donor's name may compromise the University, the Donor's name may be removed by the WesternU Board of Trustees.