Gift Agreement for Research Gifts Under $100,000

Gift Agreement between ________________________________ [DONOR] (the “Donor”) and the President and Fellows of Harvard College (“Harvard” or the “University”).

The generous gift of ______ [AMOUNT] from __________________________ [DONOR] to Harvard is to support __________________________ in the School of __________________________ for his/her research on __________________________. This gift will be made in ______ payment(s) of ________________ from 20____ to 20____.

Thank you for your generous support of faculty research at Harvard. This support makes it possible to explore breakthroughs that can have lasting and profound impact on our world. We are grateful for your partnership.

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

1. All intellectual property or data resulting from the use of this gift will be retained by Harvard. Donor will have no rights to any such intellectual property or data.

2. The research being funded by the gift may be described in a separate proposal or other agreement (together, “Separate Agreement”), which may contain detail as to research design, budgets, expenditures, staffing or other matters. So long as the gift funds are being used to pursue the research set forth above and the general goals and objectives outlined in the Separate Agreement, Harvard will determine the research design, budgets, specific expenditure of funds, and staffing. That is, any such detail contained in the Separate Agreement is understood to be descriptive of the Donor’s and Harvard’s good faith expectations for the project, rather than prescriptive.

3. The Donor recognizes the University’s commitment to academic freedom and the independent pursuit of truth. As a matter of policy, Harvard does not accept any gift that provides a donor with real or perceived influence over the structure, process, content, or results of research, curriculum or other academic activities. In accepting gifts, Harvard must retain full control over the administration of the funds. Harvard will not accept gifts with terms that would require involvement by the donor or a third party in directing the use or administration of the gift. Donors may not have special access to the results of research funded by a gift, nor any rights to intellectual property.

4. The investment, administration and distribution of the Fund made possible by the gift shall be accomplished in accordance with University policies, including gift policies, governing endowment
and certain other institutional funds, which may be amended from time to time. Under current policies a portion of the amount made available for annual spending may be applied to defray direct and indirect facilities and administrative costs. Harvard currently assesses current use research funds at a rate of [__]%.

5. The Donor will/ will not authorize Harvard University to list the gift in any of their publications or press releases. The University will report to the Donor on a periodic basis on the activities made possible by the gift, in keeping with University policy and procedures.

6. If, at some time in the future, the designation of the Fund made possible by the gift is no longer appropriate, the DEAN/PROVOST/PRESIDENT of the SCHOOL/UNIVERSITY, in consultation with the Donor, may direct the Fund to another purpose at the SCHOOL/UNIVERSITY. However, if for any reason this consultation cannot occur, the DEAN/PROVOST/PRESIDENT has the discretion to direct the Fund’s income to a project or purpose deemed to be best in keeping with the Donor’s intent.

7. To the extent that any provision of this Gift Agreement is in conflict with any provision in a Separate Agreement, the provisions of this Gift Agreement will control.

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DONOR NAME

Date

Donor, title


ADS SIGNATORY

Date

Alumni & Development Services
President and Fellows of Harvard College