



## **GIFT AGREEMENT BETWEEN**

**(NAME OF DONOR(S))**

("the Donor(s)")

**AND**

**MCMASTER UNIVERSITY**

("the University")

### **I. THE GIFT**

(NAME OF DONOR(S)) have generously made a Gift of (X) to McMaster University. This generous Gift will be provided in the form (METHOD OF PAYMENT) according to the following schedule:

### **II. THE PURPOSE**

The purpose of the Gift is to support (NAME OF BUILDING).

### **III. FURTHER TERMS**

In addition to the foregoing, it is further agreed as follows:

- a) The naming of the (LOCATION OF SPACE) in the (NAME OF BUILDING) will be reserved for the Donor(s).
- b) Subject to the approval of the appropriate University body, in accordance with University Policy on Naming, as described in the *Naming Policy & Procedures*<sup>i</sup>, the aforementioned space will be named the (ACTUAL NAME OF SPACE).

### **IV. DONOR ACKNOWLEDGEMENTS**

- a) Both the Donor(s) and the University affirm that this Gift does not and shall not, in any way, compromise McMaster University's Mission and Vision Statement, constrain academic freedom on campus, as described in McMaster's *Statement on Academic Freedom*<sup>ii</sup>, contravene any policy of the University or reflect negatively on the University's public image.
- b) While the University will make every reasonable effort to adhere to the plans and named space placement and purpose within the building, if, in the opinion of the University, it becomes impossible, inadvisable or impracticable to apply the Gift for the purpose set out above or if a change is required, the Gift may be used for any related purpose which in the reasonable opinion of the University (in consultation with the Donor(s) where

possible) will most nearly accomplish the Donor's wishes or is consonant with the spirit and intent of the Donor's gift.

- c) The names of Donor(s) may be publicized in relation to this project. The Donor agrees to be recognized as below:

Please confirm ONE of the following:

- Name as listed on page 1 of this Gift Agreement
- I/We wish to have my/our name listed as follows (please print clearly on the line below)

- \_\_\_\_\_
- I/We wish to remain anonymous with respect to this Gift

- d) McMaster University considers gift agreements to be public documents and by signing this document the Donor(s) acknowledges that this agreement and other documents related to the Donor's gift to the University will be publicly available. In addition, the University is subject to government legislation which can change over time. Such legislation includes the *Freedom of Information and Protection of Privacy Act* (FIPPA) in Ontario and means that this agreement may be released to a third party should an access request be submitted under FIPPA.

\_\_\_\_\_  
(DONOR)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Williams  
Vice-President, University Advancement  
McMaster University

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lorna Somers  
Director of Development  
McMaster University

\_\_\_\_\_  
Date

Donors who do not have access to the Internet may request copies of the McMaster policies referenced in this Agreement. Policies are currently available online at the following web links:

<sup>i</sup> <http://www.mcmaster.ca/policy/General/Misc/NamingPolicy-Procedures.pdf>

<sup>ii</sup> <http://www.mcmaster.ca/mufa/handbook/sps25.htm>