



OFFICE OF THE VICE CHANCELLOR FOR RESEARCH
119 CALIFORNIA HALL #1500

BERKELEY, CALIFORNIA 94720-1500

Conditions of Gift Award

This award is provided as an unrestricted gift in the amount of US\$_____ to the Regents of the University of California, on behalf of its Berkeley campus (hereinafter UCB) from _____ (hereinafter *Company/Other donor Name*). **(This section can be modified to indicate that it is a restricted gift to support the work of Dr. X, and can also include the general area of study or training program to be supported.)**

Company/Other donor Name may include information on this award in its periodic public reports and may also refer to the award in a press release. However, except as provided in this Conditions of Gift Award, *Company/Other donor Name* will not use the name of any UCB faculty member, employee, student or of UCB, or any trademark, service mark, trade name, or symbol of UCB without UCB's prior written consent.

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

1. All intellectual property or data resulting from the use of this gift will be retained by UCB. Except as provided in this Conditions of Gift Award, no agreements have been or will be made as to the disposition of intellectual property or data ownership.
2. UCB will provide acknowledgment of *Company/Other Donor Name* in any publications which result from the study funded by this gift.
3. An infrastructure fee (of _____%) will be applied to this award.

This Agreement represents the entire agreement and understanding between UCB and *Company/Other Donor Name* 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.

Signatures

UC Berkeley, University Relations Date
Name and Title

UC Berkeley Faculty Member Date
Name and Title

Company/Donor Date
I have read and acknowledge the terms of the
Above Agreement