

**INSTRUCTIONS FOR USING THE APPROVED  
OAKLAND UNIVERSITY NAMING GIFT AGREEMENT**

The Office of Legal Affairs (“OLA”) has approved the following Naming Gift Agreement (“Naming Agreement”) to be used when Oakland University accepts a naming gift that does not require approval by the University’s Board of Trustees. The Naming Agreement may not be used for any other purpose. The following conditions apply to use of the Naming Agreement:

1. Naming Agreements must be initiated through University Advancement. Submit all requests for Naming Agreements to [giftagreements@oakland.edu](mailto:giftagreements@oakland.edu) for routing to the appropriate University divisions for review.
2. OLA must review and approve: (i) any revisions to the standard terms of the Naming Agreement other than entering information in Attachment A of the Naming Agreement; (ii) agreements that require Board of Trustees approval; and/or (iii) other proposed agreements relating to the Naming Agreement, such as, for example, planned gifts, charitable annuities, endowment agreements, etc. Otherwise, the authorized University signatories may sign a completed Naming Agreement form without prior OLA approval.
3. The individuals signing the Naming Agreement on the University’s behalf are responsible for completing and processing the Naming Agreement as set forth in these instructions, and consistent with all other applicable University policies and procedures. Compliance will be the subject of internal audit.
4. The Vice President of University Advancement and the Dean or VP of the school or unit must both sign the Naming Agreement.

Please contact OLA at Ext. 3110 or [legalaffairs@oakland.edu](mailto:legalaffairs@oakland.edu) if you have any questions regarding these instructions or any proposed Naming Agreement.

## OAKLAND UNIVERSITY NAMING GIFT AGREEMENT

This Oakland University Naming Gift Agreement (“Agreement”) for the naming recognition of the donor or donors (“Donor(s)”) identified in Attachment A, which is attached hereto and incorporated by reference into this Agreement, is made as of the date of the last signature below by and between Donor(s) and Oakland University, a Michigan constitutional body corporate and a public institution of higher education (“University”).

### Recitals

WHEREAS, the Donor(s) recognize that every gift makes a difference at the University. Gifts strengthen the University’s ability to deliver excellence to its students and the community, both now and in the future, by helping to establish new programs and make current programs extraordinary by supporting both education and technological advancements as well as current programs; and

WHEREAS, the University’s Board of Trustees has established a Gift Policy, recognizing that donors must be thanked for their generous support by providing them with appropriate recognition and that telling the community the crucial role gifts play for the University will encourage additional philanthropy (“Policy”); and

WHEREAS, a naming gift is a rare philanthropic opportunity to make a gift that will transform the University in some way, and may create an association with a person, a family, or an organization, in perpetuity.

NOW, THEREFORE, the Donor(s) and the University agree as follows:

### Agreement

1. Name. See Attachment A, which is incorporated herein by reference.
2. Other University Property. This Agreement provides only for the naming described in Attachment A of this Agreement. The University retains the right to name all other buildings, facilities and areas on its campuses (collectively “University Property”), without exception or limitation, in recognition of other financial donors to the University consistent with University naming rights policies that are or may be adopted or approved by the University’s Board of Trustees (“Board”), and as may be revised from time to time.
3. Signage. The style, design, and location of the signage described in Attachment A must be aesthetically appropriate and will be consistent with other University Property and complement the general signage program that is or may be adopted or approved by the University, and as may be revised from time to time.
4. Administrative Provisions. This Agreement is binding on the Donor(s), and the Donors’ estate(s), beneficiaries and legal representatives, and cannot be assigned or amended by any party without the prior written consent of all parties. All assignments and amendments must be in writing and duly signed by all parties to be valid and enforceable. The Recitals and provisions contained in this Agreement and Attachment A constitute the entire agreement of the parties and supersede all prior oral or written agreements, representations or understandings, if any, regarding the Gift and the Name (as defined in Attachment A). All University determinations and decisions that may affect this Agreement, including without limitation the maintenance, renovation and/or elimination of the area, object, or establishment, revision or elimination of University policies, practices and procedures, will be made at the University’s sole and absolute discretion. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then such invalidity or unenforceability will not affect any other provision of this

Agreement. This Agreement will be construed and interpreted according to Michigan law. The Agreement is also subject to the University's Policy, and University's other policies, practices, and procedures, as they may be amended from time-to-time, which are also incorporated herein by reference. The parties intend to and will comply with all applicable federal, state and local laws and regulations as they may be promulgated and amended from time-to-time. In that regard, and notwithstanding anything contained in this Agreement to the contrary, whether express or implied, the University will only accept and administer the charitable contributions consistent with applicable law, and will not accept, set aside, reserve, award or otherwise administer the charitable contributions based upon any legally prohibited classification. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, and all of which together will be deemed to be one and the same instrument. This Agreement is not binding on the University unless it is signed by the Vice President of University Advancement.

5. Termination. The University may terminate the Name and Signage provisions of this Agreement described in Attachment A if: (a) the Gift is not completed or, (b) in the event the Board determines that continued association with the Donor(s) could bring the University into disrepute or reflect negatively on the reputation or image of the University. The Donor(s) may terminate the Name and Signage provisions of this Agreement described in Attachment A if the Donor(s) determine the University has engaged in practices that are antithetical to and have materially undermined the University's stated role and mission as an institution of higher education. Termination of the Name and Signage provisions of this Agreement described in Attachment A will be effective upon delivery of a notice of termination to the other party stating the effective date of termination. This Agreement may also be terminated by mutual written agreement of the parties. Upon any termination of the Name and Signage provisions of this Agreement described in Attachment A or this Agreement in its entirety, the Donor(s) will not be entitled to a refund of charitable contributions made to the University, the Name will be removed, and the University may name the area or object for another financial donor to the University consistent with the Policy, all without recourse against the University.
  
6. Board of Trustee Approval. If required by Board Policy: (i) acceptance of this Agreement by the University is contingent upon the approval of the Board; and (ii) if the Board does not accept this Agreement, then this Agreement will be void ab initio and will be of no force or effect.

**DONOR**

**DONOR**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
 [INSERT DONOR NAME]

\_\_\_\_\_  
 [INSERT DONOR NAME]

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**OAKLAND UNIVERSITY**

**OAKLAND UNIVERSITY**

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: Vice President for University Advancement

\_\_\_\_\_  
 By: \_\_\_\_\_  
 Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**ATTACHMENT A  
TO  
OAKLAND UNIVERSITY NAMING GIFT AGREEMENT**

This Attachment is to the Oakland University Naming Gift Agreement (“Agreement”). To the extent there is any conflict, discrepancy or inconsistency between the terms and conditions stated in the Agreement and this Attachment A, the terms and conditions stated in the Agreement shall control.

1. Donor Name(s). [INSERT FULL NAMES OF ALL DONORS]

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2. Background. [INSERT INFORMATION SPECIFIC TO DONOR(S)]

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3. The Gift. The Donor(s) will make a charitable contribution to the University in the amount of

[\_\_\_\_\_ Thousand and 00/100 (\$\_\_\_\_\_) ] Dollars payable [INSERT PAYMENT TERMS]  
\_\_\_\_\_ (“Gift”).

4. Name. Upon receipt of the full amount of the Gift, and upon completion of the location currently under development, if applicable, the University will name a [INSERT OBJECT TO BE NAMED AND LOCATION] \_\_\_\_\_ in the Donors’ honor with a plaque that reads substantially as follows: [INSERT “TO READ”] \_\_\_\_\_ (“Name”).

5. Signage. This Gift Agreement only applies to the [INSERT OBJECT TO BE NAMED AND LOCATION]. \_\_\_\_\_

\_\_\_\_\_ In addition, and also pursuant to the Policy, if the [INSERT LOCATION] \_\_\_\_\_ is not completed or ceases to exist, then the University will recognize the Donor(s) by attaching the Name to a comparable component(s) of the University.

6. Use. The Gift will be used for the following purposes: [INSERT USE].

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