



UOG Station Mangilao, Guam
Tel: (671) 735-2955/6/7 Fax: 734-2952
website: give.uog.edu
e-mail : info@uogendowment.org

DONOR WALL AGREEMENT

This Donor Wall Agreement ("Agreement") is entered into as of _____ by and between **University of Guam Endowment Foundation**, located at **303 University Drive, University Station Mangilao, Guam 96923-9000** (hereinafter "Foundation"), the **University of Guam**, located at **303 University Drive, University Station Mangilao, Guam 96923** (Hereinafter "University"), and _____, with an address of _____ (Hereinafter "Donor").

Recitals

WHEREAS, the University maintains a Donor Wall (Hereinafter "Donor Wall") to recognize and Honor individuals and organizations that contribute to the advancement and support of the University's mission; and

WHEREAS, the Donor wishes to be recognized on the Donor Wall in connection with Donor's contribution to the Foundation; and

WHEREAS, the University agrees to display the Donor's name and other information approved by the University, on the Donor Wall subject to the terms and conditions contained herein.

NOW THEREFORE, in consideration of the mutual promises and covenants given herein, the Parties agree as follows:

1. Donation and Contribution.

a. Contribution Amount. The Donor agrees to contribute a total amount of _____ to the Foundation. Payment shall be made by _____.

b. Nature of Contribution. The Donor's payment is a donation and charitable contribution to the Foundation and is non-refundable.

2. Donor Recognition and Display.

a. Display of Donor Information. After receipt of the Donor's full payment, the University agrees to display on a Donor Plaque, the Donor's name, name of program or degree, if applicable, and year (s) at the University, if applicable, on a University Donor Wall.

b. Design and Location. The form, size, placement, and exact design of the Donor Plaque shall be determined at the sole discretion of the University. The Donor may provide input regarding design preferences, but the final decision rests with the University.

c. Modifications. The Donor acknowledges that the design and layout of the Donor Wall and the placement of the Donor Plaque may be modified by the University at any time. Such modifications may include changes to aesthetics, layout, location displayed, or content, and do not constitute a breach of this Agreement.

3. Intellectual Property Rights.

a. License Grant. The Donor hereby grants the Foundation and the University a non-exclusive, royalty-free, irrevocable license to use the Donor's name, logos, trademarks, and any other materials provided by the Donor solely for the purpose of being displayed on the Donor Plaque on the Donor Wall.

b. Ownership. The Donor represents that it owns or has secured the necessary rights to authorize the Foundation and University's use of any Donor Materials provided to the Foundation and the University pursuant to this Agreement.

4. Publicity and Media.

a. Media Usage: The Foundation and University may include the Donor's name and Donor Materials in press releases, marketing materials, and digital platforms in connection with the University's and Foundation's recognition efforts of the Donor.

b. Review. If requested, the Donor may review the Foundation's and University's proposed materials prior to publication; however, the Foundation and the University retain the final editorial control of their respective publications.

5. Term and Termination.

a. Term. This Agreement shall commence on the Effective Date and shall continue in effect indefinitely, or until terminated as provided below.

b. Termination. Either party may terminate this Agreement by providing thirty (30) calendar days written notice to the other party. In the event of termination, the University shall, at its discretion, remove or modify the Donor's representation on the Donor Wall. Termination of this Agreement shall not result in the reimbursement of the Donor's payment to the Foundation made pursuant to this Agreement.

6. Indemnification and Limitation of Liability.

a. Indemnification. The Donor agrees to indemnify, defend, and hold harmless the Foundation and the University, and their trustees, regents, officers, employees, and agents from all claims, damages, or liabilities arising from the Donor's breach of any of its representations or obligations under this Agreement.

b. Limitation of Liability. In no event shall the Foundation and the University be liable to the Donor for any indirect, incidental, or consequential damages arising out of this Agreement.

7. Governing Law and Dispute Resolution.

a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of Guam without regard to its conflict of laws rules.

b. Dispute Resolution. Any dispute or claim arising out of or relating to this Agreement shall first be subject to mediation in Guam by a mediator mutually agreed to by the Parties. If a resolution is not reached through mediation, the dispute shall be resolved by a court of competent jurisdiction in Guam.

8. Entire Agreement and Amendments.

a. Entire Agreement. This Agreement constitutes the entire understanding between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements, whether oral or written.

b. Amendments. Any amendments or modifications to this Agreement must be in writing and signed by both parties.

9. Notices.

All notices or communications required or permitted under this Agreement shall be in writing and deemed effectively given when delivered in person or sent by registered or certified mail to the addresses specified above (or to such other address as provided by notification).

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Signature: _____

Donor Name: _____

Title: _____

Date: _____

Katrina T. Perez

Executive Director

UOG Endowment Foundation

Date: _____

Anita Borja Enriquez, DBA

President

University of Guam

Date: _____