GIFT AGREEMENT

BETWEEN

THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK

AND

COMPANY

Made by and between THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK, a nonprofit, educational corporation organized and existing under the laws of the State of New York, with an office located at Stony Brook University, Office of Sponsored Programs, Stony Brook, New York 11794-3362, hereinafter referred to as the "FOUNDATION," and ______, a corporation organized and existing under the laws of the State of ______, with its principal office located at ______, hereinafter referred to as "SPONSOR."

WITNESSETH:

WHEREAS, SPONSOR has approved funding in the form of unrestricted gift to support a research in the field of ______which will be carried out by Dr.

NOW, THEREFORE in consideration of the premises and the mutual covenants hereinafter contained, the parties agree as follows:

1. Compensation

a) SPONSOR shall make an unrestricted gift payment in the total amount of _____(\$).

b) The funds shall be provided by SPONSOR upon execution of this Agreement and without further obligation on the part of FOUNDATION. There will be no constrains on how the funds may be used, no financial or technical reporting requirements, no claims to copyright nor other claims to the ownership or licensing of intellectual properties.

<u>3. Term</u>

This Agreement shall commence on _____ and shall continue through _____, unless terminated sooner or extended by mutual consent of the parties hereto in accordance with provisions set forth elsewhere in this Agreement.

4. Publications

FOUNDATION shall have the right to publish the results of any research conducted under this Agreement.

5. Notice

All notices, demands, and other communications hereunder, shall be delivered personally to the party to which it is addressed, or mailed to such party by registered or certified mail, return receipt requested, with postage thereon fully prepaid. Said notices shall be delivered to the following addresses, unless notice of change of address is provided in writing to the other party:

If to SPONSOR:

If to FOUNDATION:

Office of Sponsored Programs The Research Foundation for The State University of New York Stony Brook University Stony Brook, New York 11794-3362

Any notices, demands, and other communications so mailed shall be deemed to have been received by the addressee seven (7) days after the time and date of its being so mailed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, all intending to be legally bound hereby.

THE RESEARCH FOUNDATION FOR SPONSOR. THE STATE UNIVERSITY OF NEW YORK

Ву:_____ Ву:_____

Date:_____

Date:_____