

MEDICAL COLLEGE OF GEORGIA FOUNDATION, INC.
ALUMNI CENTER, FI-1000
MEDICAL COLLEGE OF GEORGIA
AUGUSTA, GA 30912
Telephone: 706-721-9325
Fax: 706-721-9324

EDUCATIONAL/RESEARCH GIFT (GRANT) AGREEMENT

Upon execution by the Medical College of Georgia Foundation (MCGF) on behalf of the Medical College of Georgia a _____ (donor/corporation/organization), this agreement sets forth the terms and conditions of MCGF's acceptance and the DONOR's offer of an educational/research gift/grant in the amount of \$_____. For the purpose of this document, MCGF will be known as the INSTITUTION and the COMPANY will be known as the DONOR.

1. **Statement of Purpose:** The INSTITUTION and the DONOR agree that the grant is for educational/research purposes and not for the purpose of promoting any product.
2. **Control of Content:** The INSTITUTION retains and is responsible for exercising full control over the structure and content of any activity funded by the gift (grant) including the selection of instructors and presenters for any programs or presentations.
3. **Disclosure of Financial Relationships:** The INSTITUTION agrees to ensure meaningful disclosure, at the time of any activity funded by the gift (grant) of the DONOR funding the activity.
4. **Ancillary Promotional Activities:** The INSTITUTION and DONOR agree not to have any promotional activities, such as presentations by sales representatives, promotional exhibits, or distribution of advertisements for products as part of any activity funded by the gift (grant) However, the INSTITUTION may choose to recognize the DONOR.
5. **Supporting DONOR Involvement in Content:** The DONOR agrees not to engage in scripting, targeting of points for emphasis, or other activities that are designed to direct or influence the content of the INSTITUTION's activity.
6. **Educational Activity Participants or Audience:** Audience attendance for any activity, presentation or program funded by this gift (grant) will be the responsibility of the INSTITUTION.
7. **Funding Intent:** The parties agree that this gift (grant) is to provide financial support, consistent with any applicable federal and state laws and regulations, for an educational/research purpose and it is not contingent on the purchase or recommendation of any products/equipment by the INSTITUTION and is not intended to induce the INSTITUTION or participants to purchase or recommend products/equipment.
8. **Non-Deliverable:** Although the donor may designate a gift be for a school, department, or program, the parties agree that the donor gift (grant) is made on an unconditional basis and that no quid pro quo or deliverable of research data, prototype or service is expected or will be provided to the donor.

9. **Modification:** This Agreement constitutes the sole, full and complete agreement by and between the parties with regard to the subject of this Agreement and no amendment, changes, additions or modifications to or of this Agreement shall be valid unless reduced to writing, signed by the parties and attached hereto.

ACCEPTED AND AGREED:

MEDICAL COLLEGE OF GEORGIA FOUNDATION, INC.

DONOR/CORPORATON

INSTITUTION

DONOR/CORPORATON

Signature of President & CEO

Official Signature of DONOR

Date

Date

58-0706796

Federal Tax ID Number