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# BETWEEN: [NAME] (*Donor*) [insert ABN if relevant] of [insert address]

# AND: UNIVERSITY OF ADELAIDE ABN 61 249 878 937 of North Terrace, Adelaide SA 5005

1. The Donor pledges a gift to the University of $ [insert amount] for [insert purpose] (***the Purpose***) [insert payment schedule *e.g. ‘by 3 payments of $5,000 each by 1 July 2017, 2018 and 2019’ OR ‘by payment in one lump sum by 1 July 2017’ OR ‘which the University acknowledges was paid on 1 January 2017’]* (Collectively referred to as ‘***the Gift***’).
2. The Donor reserves the right to add to and increase the Gift from time to time by the making of further donations, and any further donation to the University by the Donor for the Purpose shall be deemed to be subject to this Deed unless otherwise recorded in writing by the parties.
3. The University will invest the Gift in perpetuity and use the income from the Gift for the Purpose. Any unexpended income arising from the Gift in any year may be retained as income and be available in a subsequent year for the Purpose. Alternatively, unexpended income may be added to the capital of the Gift.
4. The Gift will be invested in accordance with the University’s policies and strategy relating to investment and endowment from time to time, to facilitate ongoing support for the purpose from the investment earnings.
5. The Donor acknowledges that the University has established a common investment fund for the collective investment of trust funds and other funds in the custody of the University and that it may establish further common investment or holding funds in the future. Notwithstanding any other provision of this deed, the Donor authorises the University to invest the whole or part of the Gift in any such common investment or holding fund including bringing the Gift into, and withdrawing it from, such a fund without any liability for breach of trust.
6. The University may use capital of the Gift as well as any income for the Purpose.
7. For the purpose of recognition, the University may make public announcements disclosing the Gift and/or the Purpose. The University may also disclose the Donors’ names in public acknowledgments, unless otherwise requested by the Donor in writing, such as materials promoting the University’s philanthropic program.
8. The Donor is encouraged to publicise the Gift, however any formal promotion such as press releases, advertising, or affiliation with University logos or branding should occur in consultation with the University to obtain its prior approval.
9. The Donor may terminate this Deed of Gift without cause upon thirty (30) days’ prior written notice to the University. In the event of an early termination of this deed, the Donor will not be entitled to reimbursement of any amount already paid and the University will not be entitled to any remaining payments.
10. Nothing in this deed requires the University to do anything in pursuit of the Purpose that cannot be funded out of the Gift or the income earned on it.
11. If at any time the University considers that the Purpose has been fulfilled, or that the Purpose is no longer possible, not practicable, or not a strategically effective use of the Gift, the University may reapply the Gift to a new purpose.
12. This instrument is intended to be and take effect as a deed notwithstanding any lack of formality in its form, execution or attestation. This deed may be executed in any number of counterparts.
13. The University and the Donor each acknowledge that it is not their intention that this arrangement forms anything in the nature of a joint venture, trust, partnership or agency.
14. The Donor acknowledges and agrees that by force of the *Adelaide University Act 2023* (SA) all of the rights and obligations of the University under this Deed are subject to statutory transfer to Adelaide University, and that the laws of South Australia, Australia, apply to this Deed.
15. The Donors’ representations, rights and obligations under this deed are joint and several. If the Donor is entering into this deed as a trustee of a trust, as such warrants that it is the sole trustee of the trust and has power under the relevant trust deed to enter into this Deed of Gift and to apply the assets of the trust as envisaged in this deed.
16. If at any time the University reasonably believes that public association with the Donor (or with any person memorialised by the Gift) materially and adversely affects the reputation of the University, the University may remove any public reference to that association, which may include renaming any relevant memorial.

**This Deed of Gift between [Donor] and the University of Adelaide to give effect to the Gift is hereby executed as a Deed**

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| **SIGNED** by **[NAME OF INDIVIDUAL]** |  | **In the presence of**Name of Witness: |
|  |  |  |
| Signature |  | Signature |
| Dated: |  | Dated: |

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of **[NAME OF COMPANY/ORGANISATION]**: |  | **In the presence of**Name of Witness: |
|  |  |  |
| Signature  |  | Signature |
| Dated: |  | Dated |

|  |  |  |
| --- | --- | --- |
| **SIGNED** for and on behalf of **THE UNIVERSITY OF ADELAIDE**  |  | **In the presence of**Name of Witness: |
|  |  |  |
| Signature  |  | Signature |
| Dated: |  | Dated: |