GIFT AGREEMENT

The purpose of this agreement is to summarise the mutual understanding between the Yale School of Nursing ("the Sponsor") and the London School of Hygiene & Tropical Medicine (LSHTM) regarding sponsorship of the Women Leaders in Global Health Conference (WLIGH) which is taking place on 8th-9th November 2018. This agreement is intended to serve as a guide to the Sponsor and to those who will administer the funds. Any amendments to this agreement shall be agreed in writing by both parties, their successors in title or assigns.

1. Description and Use of the Sponsorship

The Sponsor has agreed to support the WLIGH with a payment ("the Payment") of $10,000 to LSHTM to become a Founding Partner. This Payment is being given as sponsorship in return for the partnership benefits outlined in Section 2. ‘Sponsor Acknowledgement’.

2. Sponsor Acknowledgement

Upon receipt of the Payment, the Sponsor will receive the following partnership benefits;

- 2 delegate places
- Recognition on all printed and digital conference materials
- Brand recognition and a link to your homepage on our website

The Sponsor agrees to allow LSHTM to publish their organisation’s name, the Yale School of Nursing, and agrees to provide high resolution copies of any logos which will be featured on the WLIGH Conference website and print materials associated with the WLIGH Conference. For recognition purposes, the Sponsor shall be identified as the Yale School of Nursing.

3. Use of Logos

Neither party shall issue any materials featuring the other’s logo, trademarks or that mention the other party either by name or other reference, without approval by the other party. Such materials will be reviewed within a reasonable time and in any event with a decision reached within no more than five (5) UK working days.

4. Reporting

Upon completion of the WLIGH Conference the LSHTM will share with the Sponsor a summary on the key outcomes and highlights from the WLIGH Conference.

5. Payment Schedule

The payment will be made on or before March 31st 2018. The benefits of becoming a Founding Partner will become active within a week of the Payment being received.
6. **VAT**

Sponsorship packages are not inclusive of VAT unless otherwise agreed. We advise sponsors from outside the UK to be aware of VAT payments which they may be liable for in their country of origin.

7. **Termination Rights**

In addition to the termination rights referenced in the ‘Statement of Academic Freedom’ section, LSHTM and the Sponsor shall have the right to terminate this Agreement immediately upon written notice if:

- LSHTM terminates its participation in the WLIgh Conference for any reason
- There is, in LSHTM’s or the Sponsors, reasonable opinion a material change in the status of the WLIgh Conference
- LSHTM and/or the Sponsor ceases to operate or is declared bankrupt or is placed into any form of receivership or liquidation
- The Sponsor has acted fraudulently in any way or in LSHTM’s reasonable opinion negligently in respect of any material matter (as determined by LSHTM) in connection to the WLIgh Conference

Either LSHTM or the Sponsor may on fourteen (14) days’ written notice terminate this Agreement if either LSHTM or the Sponsor is in material breach of any obligation of this Agreement provided that in the case of any breach capable of remedy, this Agreement will not be terminated by the non-breaching party. Unless the breaching party has failed to remedy the breach within thirty (30) days of written notice from the non-breaching party specifying the breach and requiring its remedy.

7. **Terms and Conditions**

The Sponsor acknowledges that the Payment is made to LSHTM with reference to the terms and conditions outlined in the attached Appendix 1 and in line with LSHTM’s Gift Acceptance Guidelines.

**Agreed and signed:**

[Signature]

6/28/18

Signed: Date:

(Yale School of Nursing to insert signatory details)

Signed: Date:

Matt Lee, Chief Operating Officer

**CONFIDENTIAL – DO NOT DISTRIBUTE**
LSHTM Terms & Conditions

• **Statement of Academic Freedom**
  Independent and impartial research, scholarship and teaching are fundamental to the mission of all higher-education institutions. The School solicits and accepts payments on the understanding that the School's academic independence will be respected by all parties. It is a legal and moral requirement that philanthropic gifts do not afford donors any expectation of benefit from the donation. The School does not allow gifts or payments to be linked with any student or staff application to the School or to constrain academic freedom. The School will not intentionally disclose or discuss sources or amounts of gifts or payments where that information might influence the fairness and objectivity of other School decision-making processes. The School reserves the right to decline or return gifts or payments which it believes could damage the reputation of the School or are in conflict with its values, as laid out in the School's mission statement: To improve health and health equity in the UK and worldwide; working in partnership to achieve excellence in public and global health research, education and translation of knowledge into policy and practice.

• **Amendments**
  The School is committed to ensuring that the Payment is used for its intended purpose as stated in Section1. ‘Description and Use of the Sponsorship.’ Any amendments to this agreement shall be agreed in writing by both parties, their successors in title or assigns.

  • **Consequences of Termination**
  Upon the termination of this Agreement:
  - Any payments not already paid to LSHTM shall cease to be due and payable.
  - LSHTM shall return to the Sponsor any element of the Payment not already expended on the WLIGH Conference or that LSHTM is not obliged (whether contractually or otherwise) to spend on the WLIGH Conference at the date of termination.
  - LSHTM shall cease to use and destroy any materials related to the Sponsorship that feature the Sponsors branding.

• **Statement of Charitable Status**
  The London School of Hygiene & Tropical Medicine is an exempt charity within the meaning of Schedule 3 of the UK Charities Act 2011 (formerly Schedule 2 of the 1993 Act) and as such is a charity within the meaning of Section 506(1) of the Taxes Act (ICTA) 1988. US taxpayers can make gifts and payments to the American Friends of the London School of Hygiene & Tropical Medicine, which has 501(c)3 status in the United States of America. LSTHM is also recognized as a Prescribed University under Schedule VII.2 of Section 3503 of Canada’s Income Tax Regulations (C.R.C., c. 945), qualifying it as a charity able to issue tax receipts to Canadian donors.
• **Data Protection**
  The School will use the data supplied here solely for the purpose of administering and recognizing the Payment described above. Our Data Protection policy can be found on our website at [http://www.lshtm.ac.uk/aboutus/development/dataprotection/index.html](http://www.lshtm.ac.uk/aboutus/development/dataprotection/index.html)

• **Governing Law**
  This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.