



Non-Cash Gift Agreement

This Non-Cash gift agreement is between: Select Agency _____ of the Texas A&M University System, hereinafter referred to as "Recipient", and _____ hereinafter referred to as "Donor", whose address is: _____. The parties mutually agree to the following:

- 1. The Donor will provide a gift of facilities, equipment, animals, or materials specifically described as:

Identification No: _____ and valued by the Donor at \$_____.

The Donor agrees to pay for, or furnish services required for transportation, assembly, erection, etc. in order to make the above described gift functional for the purpose for which it was intended, and to transfer full ownership and title to the Recipient.

- 2. Gift of an animal requires that the Donor will supply a certification by a licensed veterinarian indicating on recent tests that the animal is in good health and free from contagious disease. The Donor will also supply the registration and transfer certificate for each animal, and such other information and certifications as may be needed for the registration of future progeny. The Donor agrees that no reservation will be placed regarding the future progeny born on the premises of the Recipient.

- 3. The Donor agrees and understands that no form of deliverables will be required as a result of this gift; however, the Donor may request that the gift be used for a specific purpose or program and the Recipient will comply with this request to extent practical, as follows:

- 4. The gift will be under the direction of Department / Unit / Center / District: _____.

- 5. The Donor will supply the Recipient with all information essential to the proper use of the above described gift.

- 6. Donor acknowledges and agrees that any property that may be created as a result of the gift, including but not limited to patentable discoveries and future property, shall belong to Recipient.

- 7. Donor represents and warrants it is not an entity associated with a country on the U.S. Department of Commerce's foreign adversaries list under [15 C.F.R. § 791.4](#).

- 8. It is understood that final acceptance of this gift is subject to confirmation by the Board of Regents of The Texas A&M University System. If the gift is not accepted the Donor will be promptly notified and the gift will be returned to the Donor.

Accepted by Donor:

Accepted by Agency:

Signature - Donor's Authorized Date
Representative

Unit Head Date

Printed Name & Title: Donor's Authorized Rep Date

Agency Director Date

Donor Telephone Number

Donor or Email Address

For Fiscal Office Use

ONLY: Notified Property: _____ Thank you Letter Sent: _____
Record # in Database: _____ Scanned into Laserfiche: _____

* The Texas A&M AgriLife signatures serve only as an acknowledgment of receipt of the gift and do not represent concurrence with any stated value of the gift for income tax purposes; a certified appraisal may be required for validation of value for income tax purposes. Texas A&M AgriLife Research and Texas A&M AgriLife Extension Service are agencies of the State of Texas and are non-profit organizations. Check with your tax preparer on the deductibility of this gift.
(Approved by General Counsel, 03/25)