 

**General Criteria for Determining if a Contribution is a Gift[[1]](#footnote-1)**

The following is a list of factors that will assist in determining if a contribution related to ***research*** is a gift (also called a donation, whether cash or in-kind). Gifts are provided with no expectation of anything in return (e.g., time, services, intellectual property, specific research activities). Compensation or consideration in support of research activities and with accompanying terms and conditions are not considered gifts.[[2]](#footnote-2) The standard gift agreement template should be used for all gift agreements. Please contact the Office of Donor Relations for assistance with gift agreements. Any language that varies from the standard template language should be sent to the Dean’s Office, the Office of Donor Relations, the Associate Vice President for Research Administration, and the Office of General Counsel for early review. Please contact the Office of Gift Acceptance if you have further questions.

CHECKLIST

A contribution is a gift only if *each* item in the categories below applies:

**1.** **Donor Letter conditions:**

* The donor receives no financial benefits, i.e., no goods or services expected, implied, or provided in exchange for the gift beyond the donor’s philanthropic interest.
* The provision of the gift may specify use in an area of research or education, general or specific. The **donor may not** prescribe specific methods, strategies, approaches, or statements of work/workplans.
* No deliverables are required as a gift condition, though the donor’s general intent for how the University should use the gift may be specified.
* The University does not submit technical progress reports to the donor.
* The donor cannot control how the University expends or otherwise uses the gift. The University, University of Maryland College Park Foundation, Department, Institute, or any named individual employed by the aforementioned organizations exercise control over how the gift is spent. Please note: Faculty/Staff who are signers on accounts cannot donate to the gift account.
* Donor pre-approvals are only required when University requests to redirect funds to a purpose or intent other than stated in the current donor agreement.
* There is no requirement for a line-item budget or expenditures. Financial reporting to the donor is limited to stewardship purposes only.
* No donor terms or conditions apply to the gift.
* The donor may not recoup the gift (except under certain limited circumstances)
* Any named gift fund requires a written gift agreement. All endowed funds require a written gift agreement. For assistance with gift agreements, please call the Office of Donor Relations.
* The gift does not require the University to engage in preferential or discriminatory practices.
* The gift is not contingent on a specified financial commitment by the University. Any commitment of personnel or funds toward the objective of the gift is determined solely by the University.
* No post-acceptance donor notification (e.g., change of personnel) is required by the terms of the gift.
* The gift does not prohibit the University from disclosing the existence of the gift or the name of the donor to University leadership with stewardship responsibilities for gift/donation management (or as required by law). A donor may request to remain anonymous and the University will honor such a request as permitted by applicable law.
* If the gift may be used to support any research effort or provide equipment or space that may be used in support of other sponsored research, the departmental research administrator and/or ORA contracts administrator have advised on whether the gift must be reported to the funding agency in proposals or post-award.

**2**. **Export Control**:

* The Donor is a US entity, or, if the donor is a non-US entity, the University Export Compliance Office has screened the entity and provided written approval. To request a screening, contact export@umd.edu and provide the name of the entity for screening.

**3.** **Intellectual Property**:

* The donor has no right to acquire an interest in the University’s intellectual property or restrict the University’s right to use its intellectual property, including intellectual property developed as a result of the effort funded by the gift. Any conditions for the disposition of intellectual property (including open-source software or public dedication or a requirement to put materials in the public domain) must be approved by UM Ventures prior to gift acceptance. Please use this form to make the request: (<https://www.umventures.org/sites/umventures.com/files/Gift%20IP_waiver_form.docx>

**4.** **Conflict of Interest (COI)**:

* All relationships between the donor and the University personnel involved in activities supported by the gift have been disclosed through the KCOI module (https://usmd.kuali.co/coi). This may include (but is not necessarily limited to) research collaborations, co-authorship, employment, service as a member of the board of directors, or equity stake in the donor or donor’s company.
* It is understood that the COI disclosure must be reviewed and a disposition and/or approval provided by the COI committee/chair must be received prior to gift acceptance chair.

**5. Publications:**

* **The donor cannot impose restrictions on the University’s ability to publish scholarly works nor acquire any rights in the University’s publications. The donor may request acknowledgment in publications that result from the gift.**

SIGNATURES

Signatures required, attesting to the accuracy of this completed checklist:

Individual Completing this Checklist:

Unit Head:

Dean’s Office:

**Contact Information:**

Gift Agreements: Margaret Baird mbaird9@umd.edu

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1. Gift and Donation are used interchangeably. [↑](#footnote-ref-1)
2. See National Presidential Security Memorandum-33. [↑](#footnote-ref-2)