

Gift Agreement

The Fujitsu Planetarium at De Anza College

This Gift Agreement ("Agreement") is made as of the effective date specified below.

I. Introduction

The purpose of this Agreement is to summarize the mutual understanding of Fujitsu Computer Systems Corporation ("Donor"), the Foothill-De Anza Foundation ("Foundation"), and the Foothill-De Anza Community College District ("District"), regarding a gift as described by this document. This Agreement will be made part of the Foundation's records and is intended as a guide to those who will administer the fund in the future.

II. Description of the Gift

The Donor hereby pledges \$1 million to support De Anza College as described by this document. Pledge payments will be made as follows:

- \$500,000 immediately payable to the Foundation in support of the Planetarium at De Anza College (Planetarium) to be used by the Planetarium to update theater shows, technology, and Planetarium infrastructure. The funds will be managed and invested in accordance with the investment policies of the Foundation as described in section IV below.
- \$500,000 in gift credit to be held by Donor, to obtain computers and equipment to advance the educational mission of De Anza College:
 - *Gift will be redeemable with Donor for Fujitsu PCs and related hardware and software at list price minus 10%/including sales tax.*
 - *Gift will be redeemable by direct purchases from Donor and must be used within five years following the Effective Date as defined below. Any unused balance as of the five-year anniversary date of the Effective Date shall be deemed forfeited and shall revert to Donor.*
 - *Gift to include manufacturer's base warranty on each item donated.*
 - *Gift will include instruction and best practices knowledge needed to facilitate the use of this technology in the learning environment. Donor will coordinate such facilitation with its primary hardware and software suppliers as necessary.*
- The ongoing relationship will include: periodic rental of the Planetarium for company events and activities; installation and upgrade of Donor displays within the Planetarium lobby space; purchase of Planetarium coupons for Donor employees and customers—redeemable for entrance to the Planetarium; partnership with the De Anza College Bookstore for retail sales of Donor's products and services; and, ongoing consideration for the continued success and enhancement of the Fujitsu Planetarium at De Anza College.

III. Tax Status of The Foundation

The Foundation is a qualified public benefit corporation, ID#94-3258220, for which the Donor is or will be entitled to charitable contribution tax deductions.

IV. Purpose and Administration

The gifts in payment of this pledge may, for investment purposes, be merged with any of the general investment assets of the Foundation, but they shall be entered in the Foundation's books and records as The Fujitsu-De Anza Fund ("the Fund"). The Fund shall be expendable at the discretion of the Foundation, and shall be used to support the programmatic and infrastructure needs of the Planetarium.

Gifts-in-kind shall be redeemed by the Foundation in agreement with the Donor, and shall be used by and at the discretion of De Anza College to advance educational excellence.

V. Recognition

In recognition of this gift, the District agrees to name the existing planetarium the "Fujitsu Planetarium at De Anza College" for the building's perpetuity. The naming is subject to approval by the Foothill-De Anza Community College District Board of Trustees ("Board") and will be handled consistent with Board Policy 3216 and Administrative Procedures 3216—**Naming of College and District Buildings or Facilities**, copies of which have been provided to the Donor.

- The District will work with the Donor to determine appropriate signage for the Planetarium. Fixed Planetarium signage cannot include Donor logos.
- The District will work with the Donor to create additional materials and website links to be reproduced including the Donor name.

VI. Binding Obligation

The naming is contingent upon fulfillment of this pledge. In the event the Board does not approve the naming of the Planetarium as "Fujitsu Planetarium" within sixty (60) days of the Effective Date, the gift will be returned to Donor.

VII. Miscellaneous

- a. Amendment: This Agreement may be amended at any time by written agreement signed by each party.
- b. Irrevocable: Except as otherwise provided, this Agreement shall be irrevocable.
- c. Effective date: The effective date of this agreement shall be the date it is fully executed by all parties ("Effective Date").

Signed,

For the Donor:

Farhat Ali
President and CEO

Date

For the District:

Martha Kanter
Chancellor

For the Foundation:

Marie Fox Ellison
Executive Director