

GIFT AGREEMENT

This Gift Agreement ("Agreement") is made at _____ ("Effective Date"), by and between _____ (Donor) whose address is _____ and the **University of Michigan-Shanghai Jiao Tong University Joint Institute** (UM-SJTU Joint Institute as Beneficiary) and **Shanghai Jiao Tong University Education Development Foundation** (SJTU Education Development Foundation as Trustee), whose address is 800 Dongchuan Rd. Shanghai, 200240, China.

According to the Law of the People's Republic of China on Donations for Public Welfare and Foundation Regulations and other relevant regulations, Donor wishes to make a charitable gift to UM-SJTU Joint Institute as set forth in this Agreement and UM-SJTU Joint Institute desires to accept such gift, subject to the terms and conditions set forth in this Agreement.

Therefore, in consideration of the promises and benefits hereunder, the parties hereto hereby agree as follows:

1. **Gift.** Donor hereby pledges to UM-SJTU Joint Institute a gift in the amount of RMB /USD _____ ("Gift").
2. **Purpose of the Gift.** The Gift shall be used to support or set up _____ (Fund or Program) for the purposes within the mission of UM-SJTU Joint Institute.
3. **Payment of the Gift.** The Gift is an irrevocable pledge that will be paid to SJTU Foundation on before the date of _____. Payments shall be paid by Donor via check, bank transfer or other methods acceptable to all parties. Bank details in RMB or USD are as follows:
 - ♦ Account for RMB:
Name: Shanghai Jiao Tong University Education Development Foundation
Number: 212882589810001
Bank: China Merchant's Bank Shanghai Branch Xujiahui Sub-branch
 - ♦ Account for US Dollars:
Name: Shanghai Jiao Tong University Education Development Foundation
Number: 452059240307
Bank: BANK OF CHINA, SHANGHAI XUHUI SUB-BRANCH
4. **Acknowledgment.** UM-SJTU Joint Institute shall acknowledge the Gift to the Donor after getting the legal receipt of the Gift issued by SJTU Foundation within 15 working days.
5. **Rights and Obligations.** The parties shall be entitled to such rights and obligations as set forth herein.

Donor shall guarantee the legal source of the Gift, and has rights to supervise, inquire or provide suggestions on the usage of the Gift.

UM-SJTU Joint Institute shall guarantee the rational usage and proper management of the Gift according to the agreement.

SJTU Education Development Foundation shall guarantee the issue of legal

receipt of the Gift within 15 working days, and has rights to supervise the management and usage of the Gift.

6. **Assignment.** This Agreement and the rights and obligation herein above may not be assigned by any party without the prior written consent of the other parties.

7. **Entire Agreement.** This Agreement constitutes the entire agreement of the parties with regard to the matters referred to herein, and supersedes all prior oral and written agreement, if any, of the parties in respect hereto. This Agreement may not be modified or amended except by written agreement executed by all parties hereto.

In witness whereof, the parties hereto execute this Agreement effective the date above written. The validation of the agreement is under the administration and protection of relevant laws of People's Republic of China.

Donor

By:

Date:

UM-SJTU Joint Institute

By:

Date:

SJTU Education Development Foundation

By:

Date: