

NANYANG TECHNOLOGICAL UNIVERSITY
REGULATION 7.1: GIFTS TO THE UNIVERSITY

A. Definitions

1. In this Regulation, unless the context shall otherwise require:

“Deferred Gift” means any Gift, which will only be realised when the Donor passes away;

“Designated Gift” means any Gift whose purpose or recipient has been designated by the Donor with the concurrence of the University;

“Endowed Gift” refers to any Gift given to the University where only the income, generated from the investment of the Gift, can be used for the Gift Purpose;

“Pledge” means any promise by a Donor to make a Gift of a specified amount which may be fulfilled as a one-time payment or in instalments within a fixed period (typically not more than five years);

“Recording Document” means such document recording the Gift in question, whether or not in the nature of a letter from the Donor, an acknowledgement from the University, a gift form as stipulated by the University or a gift agreement or deed between the Donor and the University;

“Recurring Gift” means any promise by a Donor to make a Gift of a specified amount through a regular Gift fulfilment schedule with no stipulated end date;

“Term Gift” means any Gift where the entire sum may be spent on the Gift Purpose; and

“Undesignated Gift” means any Gift whose purpose has not been designated by the Donor. The University will use the Gift for general purposes for the advancement of education.

2. Unless otherwise stipulated in this Regulation, the University’s President is empowered to waive or amend the provisions in this Regulation.

B. Gift Acceptance

1. The University may accept the following types of Gifts:

- (a) Gifts of cash or cash equivalents, such as shares, unit trusts and other securities;
- (b) Gifts-in-kind for use or for liquidation, for example land and buildings;
- (c) Pledges, Recurring Gifts and Deferred Gifts.

2. All Gifts must be accompanied by a Recording Document that includes the following information:

- (a) Name of the Donor or, if the Donor is unknown, Name of the Donor's representative;
 - (b) Gift amount;
 - (c) Type of gift, Endowed Gift or Term Gift;
 - (d) Gift designation, if applicable;
 - (e) Pledge payment schedule.
3. The date of receipt of a Gift shall be the date on which the Gift is legally transferred to the University.
4. In the acceptance of all Gifts, the University is to exercise discretion to ensure the Gifts do not affect the good reputation of the University.

C. Fund-raising Activities

For fund-raising activities, such as events, seminars, charity auctions and lucky draws which incur fundraising costs, the Gift amount raised shall be calculated based on the total amount received less the cost of organising the activity (or such other formula which may be applicable by law). Fund-raising costs shall not exceed 30 percent (or such other percentage which may be applicable by law) of the total amount received. The Gift amount and the fund-raising costs shall be accounted for separately.

D. Government Matching Grant

1. Gifts which bring about an actual injection of cash into the University, either from a local or foreign Donor, must fulfil all the following conditions to qualify for Government matching:
- (a) The Gifts must be received for the advancement of education;
 - (b) The Gifts must not be received as part of fulfilling the Donor's legal obligations;
 - (c) The Gifts must not be received in return for a service rendered by the University; and
 - (d) The Gifts must not be conditional upon the purchase of specific goods and/or services prescribed by the Donor.
2. All revenues arising from the usual operations of the University will not be considered gifts and will hence not qualify for Government matching. Similarly, gifts from Government bodies (Ministries and their departments, and Organs of State), or Statutory Boards, whether direct or indirect, will be viewed as Government grants and will also not attract Government matching. However, a gift from a Government-Linked Company (GLC), which is an independent entity separate from the Government, will qualify for Government matching if the donation satisfies the conditions in clause D.1.

3. All matching grants received from the Government shall be endowed and shall be dealt with as follows:
- (a) For applicable Designated Endowed Gifts, 33% of the matching grant for such Gifts can be placed in the designated endowed fund. Otherwise, the matching grant shall be placed in the University's pooled endowed fund(s).
 - (b) For Undesignated Endowed Gifts, both the Gifts and matching grant for such Gifts shall be placed in the University's pooled endowed fund(s).
 - (c) For Term Gifts, the matching grant of such Gifts shall be placed in the University's pooled endowed fund(s).
 - (d) The income generated by the investment of University's pooled endowed fund(s) can be used for general purposes of advancing education as specified by the University.

E. Naming Opportunities

1. Proposals for all naming opportunities should be planned in advance and must follow the approval process:
 - (a) Appropriate approvals must be obtained before the naming opportunity is broached with a prospective Donor and before offering the intended recognition of an individual, family, corporation or organisation;
 - (b) Similarly, discussions with Donors who are interested in naming opportunities should only proceed upon obtaining the appropriate approvals.
2. The naming of endowed gift will take effect when at least 50 percent of the required minimum Gift sum has been received by the University. For exceptional cases, the University's President may waive the 50 percent requirement before a naming takes effect, provided there is a documented understanding that the naming may be altered or removed if the full pledge is not paid in a mutually agreed upon timeframe.
3. Where a naming opportunity involves the use of the name of a deceased person or of a person who is non compos mentis, the agreement of the person's next-of-kin or appointed administrator must be obtained.
4. A naming opportunity after an active University staff member should be deferred until the staff member has retired/resigned from the University.
5. If the naming opportunity being considered is in honour, memory or recognition, but is not accompanied by a gift, the request should follow the same approval process listed in clauses E.1, E.3 and E.4.
6. Subject to clauses E.8 to E.19 of this Regulation, the minimum Gift sum for all naming opportunities in the University is Singapore Dollars Fifteen Thousand (S\$15,000). As such, a new named term gift and new named endowed gift fund in the University can only be set up with a minimum Gift sum of Singapore Dollars Fifteen Thousand and Sixty-Five Thousand (S\$65,000).

7. In the event that a Pledge for which a naming opportunity has been offered does not meet the applicable minimum Gift sum within the agreed pledge period, the funds received at the end of the agreed pledge period may be merged with other funds with a similar Gift Purpose and the offer of the naming opportunity shall lapse.
8. For naming opportunities, the University would review the reputation and background of the Donor and the proposed name to establish whether they are consistent with the ethos of the University and the education sector. The University shall use its best endeavours to ascertain that the mission and credentials of the honourees are appropriate, so that the University will not suffer any impairment to its reputation.
9. The University's naming opportunities shall only bear the name of individuals or entities that exemplify the attributes of integrity, character and leadership consistent with the highest values of the University. If, by the sole determination of the Board of Trustees (BOT), those attributes are not maintained, the BOT reserves the right to remove the offered naming opportunities at any time.
10. If the person or the organisation who has been offered a naming opportunity subsequently decides to be anonymous, the University will remove the naming opportunity. The University may determine, in particular for a significant gift and in consultation with the Donor where appropriate, an alternative and appropriate way to recognise the Gift.
11. Gifts received as part of the Donor's legal or ordinance obligations are not entitled to naming opportunities. This restriction does not apply to Gifts received due to the administering of legal wills of a deceased Donor's estates, or due to the fulfilling of a foundation's mission not required by law.

Minimum Gift sums for typical Naming Opportunities

12. The following table shows minimum Gift sums for typical naming opportunities across the University:

Named Gift Purpose	Minimum Gift Sum (S\$)	
	Term	Endowed
Medal or Prize	15,000	65,000
Bursary	40,000	150,000
Scholarship	60,000	250,000
Presidential Postdoctoral Fellowship	450,000	Determined by programme
Visiting	Not Applicable	1,000,000
Professorship	600,000	2,000,000
Distinguished Professorship	Not Applicable	5,000,000

13. Depending on specific programme needs and the Donor's objectives, higher Gift amounts than the listed minimum Gift sum may be necessary to achieve the desired outcome.

14. The University's President will have the latitude to approve the establishment of named funds/Gift Purposes for amounts less than those stated above, or to determine minimum sums for the naming opportunities not outlined in this Regulation.
15. The University shall adopt appropriate and reasonable internal minimum Gift sums for naming opportunities relating to Academic Entities, Research Entities, buildings and facilities.

Naming opportunities – Facilities and Buildings

16. The University should not rename a building or facility whose original name has a rich heritage value, wherever applicable.
17. Unless stated otherwise, any Gift-related naming opportunity conferred shall continue to apply for as long as the relevant building, facility or space remains in being. The University reserves the right to rename the building, facility or space if it is affected by redevelopment, expansion or relocation plans.
18. The conferment of a naming opportunity for a building or facility shall not prevent the University from offering naming opportunities for the spaces within the building or facility in recognition of other Gifts.

Naming Opportunities - Academic Entities and Research Entities

19. The conferment of a naming opportunity for an Academic Entity or Research Entity shall not prevent the University from offering naming opportunities for the sub-units within the named Academic Entity or Research Entity in recognition of other Gifts.

F. Gift Purpose Administration

The University shall have the sole right to administer the Gift Purpose. However, if Donor participation in Gift administration is required, approval from the University's President must be obtained before offering such an invitation to participate in Gift administration to the Donor. The Donor's participation should not compromise the University's autonomy to implement the Gift Purpose according to the University's mission.