



# UNIVERSITY of CALIFORNIA • IRVINE

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## FOUNDATION

**DRAFT – FOR REVIEW PURPOSES ONLY**

### **Contribution Agreement**

#### **I. Introduction**

The purpose of this Agreement is to summarize the mutual understanding of Orange County Sanitation District (Donor), the University of California, Irvine Foundation (Foundation), and The Regents of the University of California for the benefit of the Irvine Campus (UCI), collectively referred to as “Parties” regarding an irrevocable contribution (Contribution) in support of research at Water UCI, an interdisciplinary center in the School of Social Ecology (School). This Agreement will be made a part of the Foundation’s and UCI’s records and is intended as a guide to those who will administer the fund in the future.

#### **II. University of California, Irvine Foundation**

The Foundation represents that it is qualified as a charitable organization described in Section 501(c)(3) and as a public charity under 170(b)(1)(A) of the Internal Revenue Code. (Federal ID 95-2540117).

#### **III. Description of the Contribution**

The Donor hereby irrevocably pledges a total Contribution of \$50,000 to the Foundation. The pledge will be fulfilled by a payment on or before August 31, 2020. Upon review of the outcome of research activities made possible through this Contribution, the Donor may choose to fund an additional year or years through an amendment to this Contribution Agreement.

The Donor acknowledges that the research to be funded through this Contribution is expected to be complete within one year and the Donor is not placing any other restrictions on the Foundation’s timing or schedule of the expenditures related to the Contribution.

#### **IV. Purpose and Administration of the Contribution**

The purpose of the Contribution is to provide financial support for sewershed-scale research on perfluorinated compound sources and loading at wastewater plants as described in the scope of work attached as Exhibit “A.” This research will be conducted by Water UCI through the Industry University Cooperative Research Center (IUCRC), under the direction of David Feldman, Ph.D. and overseen by an Industrial Advisory Board currently composed of Irvine Ranch Water District, Santa Margarita Water District, Orange County Water District and Moulton Niguel Water District. The Contribution funds will be pooled with contributions from the other Industrial Advisory Board members and distributed to researchers identified and chosen through a competitive proposal process that is responsive to Exhibit “A” and overseen by a committee comprised of Water UCI and the Industrial Advisory Board.

The Industrial Advisory Board will approve the scope and design of the research to ensure that it is consistent with the powers and purposes of the Industrial Advisory Board member agencies, each of which is a rate-payer funded public agency that seeks to improve its understanding of water quality issues in collaboration with Water UCI. The results of all funded research projects are to be made

publicly available and eligible for publication in peer-reviewed journals. IUCRC member agencies will be granted the opportunity to review research results prior to public release to ensure required anonymization of data.

The Donor understands that the Contribution will be administered in accordance with the University of California and UCI's administrative guidelines and procedures.

**V. Future Considerations**

The Foundation and UCI are grateful for the Donor's support of the campus and are committed to fulfilling the Donor's objectives reflected in this Agreement. As research and academic programs move forward, there is the possibility that it may become impracticable for this Contribution to serve the specific purpose of the stated intentions. If this unlikely circumstance should occur, Water UCI will consult with the Donor and the UCI Chancellor will direct that the Contribution be devoted to Water UCI research that the Chancellor deems to be most consistent with the Donor's wishes.

**VI. Recognition**

UCI may publish the name of the Donor in various publications, press releases, and publicity vehicles. For recognition purposes related to this Agreement, the Donor will be identified as "Orange County Sanitation District."

In recognition of this Contribution, the Donor shall be recognized as a member of Water UCI's Industry-University Research Partners program.

**VII. Binding Obligation**

The Donor intends this Contribution Agreement to be fully enforceable to the extent that the obligation has not been satisfied by contributions completed following the date of this Agreement.

**VIII. Miscellaneous**

- a) Situs: This Agreement is executed in and will be governed by the laws of the state of California.
- b) Entire Agreement: This Agreement constitutes the entire understanding of the Parties concerning the terms of this Contribution.
- c) Amendment: This Agreement may be amended at any time by written agreement signed by each party.
- d) Date: The effective date of this Agreement will be the date this Agreement is fully executed.

**For the Donor:**

**DRAFT**

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James Herberg                              Date  
General Manager, Orange County Sanitation  
District

**For UCI and the Foundation:**

**DRAFT**

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Brian T. Hervey, CGPP, CFRE              Date  
Vice Chancellor, University Advancement and  
Alumni Relations  
President, UCI Foundation

**In Acknowledgement for the School:**

**DRAFT**

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Nancy Guerra, Ed.D.                              Date  
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