Ms. Michiko Yee (the “Donor”) wishes to support Ohlone College by providing a gift of fifteen thousand dollars ($15,000) to the Ohlone College Foundation (the “Gift”). In recognition of the Gift, the Exhibit/Museum Room (#1403) of the fourth (4th) floor of the Science Building shall be named the “Gilbert C. Yee Museum”. This area is outline in red in Exhibit A of the Gift Agreement.

RECOMMENDATION

The Superintendent/President recommends the naming of the Exhibit/Museum Room located in the Academic Core Science Building in recognition of Gilbert C. Yee.
This Gift Agreement dated the 12th day of July 2021.

Between:

Michiko Yee

(the "Donor")

And

Ohlone College Foundation

("Foundation")

on behalf of the Ohlone Community College District,

for the naming rights to the
exhibit/museum room (#1403) on the fourth floor
of the Science Building in the Academic Core

1. Intent

The Donor wishes to support the Ohlone College Foundation Institutional Endowment Fund by providing a gift of fifteen thousand dollars ($15,000) to the Foundation through a one-time distribution (the "Gift"). The Gift has been received by the Foundation as of June 10, 2021. In recognition of the Gift, the Foundation will name the exhibit/museum room (#1403) on the fourth floor of the Science Building in the Academic Core.

2. Reminders

The Foundation will send a Gift payment reminder to the Donor one (1) month before each remittance date (if applicable). Payments are to be made to the Ohlone College Foundation, 43600 Mission Blvd., Fremont, CA 94539, Attention: Executive Director.

Gilbert C. Yee Gift Agreement
3. **Recognition**

Subject to the Donor meeting the obligations under this Agreement and in recognition of the Gift, the Foundation shall name the exhibit/museum room (#1403) on the fourth floor of the Science Building in the Academic Core, as outlined in red in Exhibit A of this agreement, the "Gilbert C. Yee Museum". The Donor authorizes the Foundation to publicly report or publicize the gift. The content and placement of the signage shall be determined by the Ohlone Community College District. Part of the Gift may be used towards donor recognition and signage costs. Naming rights shall be for the functional lifetime of the building.

4. **Change of Circumstances**

If during the useful life of the Facility, the Facility is transferred or conveyed from the college; closed, deconstructed, destroyed, or severely damaged; significantly renovated, upgraded, or modified; relocated, or replaced, then the Naming will cease. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by the Ohlone College Foundation Board of Directors and the Ohlone Community College District, will have the right, for no additional payment, to have another available and equivalent college facility named after the Donor.

5. **Miscellaneous**

The Agreement is between the Donor and the Foundation, and cannot be assigned by the Donor without prior written consent of the Foundation.

This Agreement may be amended by mutual consent, in writing, of the Foundation and the Donor.

This Agreement is subject to final approval by the Ohlone College Board of Trustees.

In accordance with the Ohlone College Foundation Stewardship Fee policy, a one-time 5% stewardship fee may be assessed from the Gift.
6. **Termination of Naming**

In addition to any rights and remedies available at law, the Ohlone College Foundation Board of Directors may terminate this Agreement and all rights and benefits of the Donor hereunder, including terminating the Naming:

(a) In the event of any default in payment of the Gift as provided in this Agreement, or

(b) In the unlikely event the Ohlone College Foundation Board of Directors determines in its reasonable and good faith opinion that circumstances have changed such that the Naming chosen by the Donor would adversely impact the reputation, image, mission, or integrity of the Ohlone Community College District and/or the Ohlone College Foundation.

Upon any such termination of this Agreement and/or the Naming hereunder, the Ohlone College Foundation and the Ohlone Community College District shall have no further obligation or liability to Donor and shall not be required to return any portion of the Gift already paid.
The Ohlone College Foundation sincerely appreciates and acknowledges the commitment of Michiko Yee to Ohlone College.

Donor

Michiko Yee

7-12-2021

Date

Ohlone College

Superintendent/President,
Ohlone College

Date

Executive Director,
Ohlone College Foundation

7-12-2021

Date
EXHIBIT A
Gilbert C. Yee Gift Agreement

1. Anatomy & Physiology Lab 1405 $50,000
2. Biotechnology Lab 1413 $50,000
3. General Biology Lab 1 1407 $50,000
4. General Biology Lab 2 1411 $50,000
5. Microbiology Lab 1419 $50,000
6. Cadaver Room 1405A $20,000
7. Conference Room 1401K $15,000 - Gilbert C. Yee Museum
8. Exhibit Room 1403 $15,000