



## **GIFT AGREEMENT BETWEEN**

City of Burnaby (the “**Donor**”)

and

Burnaby Hospital Foundation (the “**Foundation**”)

The Foundation would like to thank the Donor for investing in the future of the Foundation. The terms of this investment as previously agreed to are set out in this Letter of Agreement (the “**Agreement**”).

### **1. The Gift**

The Donor has generously made a pledge of CDN\$5,000,000 to the Foundation (the “**Gift**”). This pledge will be provided in the form of cash according to the following schedule:

\$1,000,000	December 31	2021
\$1,000,000	December 31	2022
\$1,000,000	December 31	2023
\$1,000,000	December 31	2024
\$1,000,000	December 31	2025

The contribution and pledge is subject to the Donor starting to receive gaming revenue.

### **2. Statement of Purpose**

The purpose of the Gift will be to support the Foundation’s campaign to support the construction of a new hospital tower and the expansion and renovation of the Facilities Services building (Phase 1).

### **3. Change of Purpose**

If the Foundation is of the opinion that a revised purpose for the use of this Gift is appropriate, the Foundation shall exercise its discretion, in consultation with the Donor where possible, and use the Gift to the best advantage of the Foundation for purposes consistent with the spirit and intent of the Donor.

### **4. Obligations**

4.1 The Foundation will recognize the Donor in accordance with the Foundation’s Donor and Recognition Policy. The Gift will also be recognized by way of signage on the exterior of the expanded and renovated Facilities Service Building; Emergency Department for the life of the building in the following way:

**City of Burnaby Emergency Department\***

or such other name as is mutually agreed upon between the Donor and the Foundation.

4.2 The Foundation will report annually to the Donor on the status of the initiative (until the initiative is concluded).

## **5. Termination**

Both the Donor and the Foundation affirm that this Gift does not and shall not, in any way, compromise the Foundation's mission or contravene any policy of the Foundation or the Fraser Health Authority or reflect negatively on the Foundation's or the Fraser Health Authority's public image. In the event that the activities of the Donor are in material conflict with the Foundation's mission and/or policies, the Donor agrees that the Foundation shall have the right to terminate this Agreement immediately.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
City of Burnaby

\_\_\_\_\_  
Burnaby Hospital Foundation

*Please note: Up to 15% of all designated donations will be used to support the work of our Foundation and contribute to the Foundation's Greatest Needs Fund, which helps support high-priority equipment acquisitions, high-impact research projects, innovations in patient care.*