

Connecticut State University System

Developing a State of Minds

BR#01-06



RESOLUTION

concerning

ACCEPTANCE OF GIFT
FROM
BOEHRINGER INGELHEIM CORPORATION
TO
WESTERN CONNECTICUT STATE UNIVERSITY

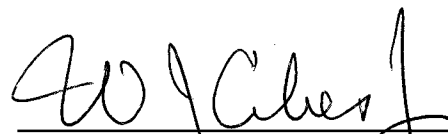
February 2, 2001

WHEREAS, Boehringer Ingelheim Corporation has made a gift of two DNA Sequencers and two Power Mac Computer upgrades to the Department of Biological & Environmental Sciences at Western Connecticut State University; and

WHEREAS, This gift, valued at \$78,923.31, will benefit the faculty and students in the University's Department of Biological & Environmental Sciences; now, therefore be it

RESOLVED, That the Board of Trustees for the Connecticut State University System accept on behalf of Western Connecticut State University this gift from Boehringer Ingelheim Corporation and express its appreciation for this generous and useful gift.

A Certified True Copy:



William J. Cibes, Jr., Chancellor

ITEM

Gift of two DNA Sequencers and two Power Mac Computer upgrades to Western Connecticut State University

EXECUTIVE SUMMARY

This gift from the Boehringer Ingelheim Corporation complies with the Board's policy which requires that gifts valued at more than \$10,000 be brought to the Trustees for acceptance.

This gift valued at \$78,923.31 will benefit the faculty and students in the University's Department of Biological & Environmental Sciences.

CHANCELLOR'S RECOMMENDATION

Accept the gift on behalf of Western Connecticut State University.

file where

DEED OF GIFT

Boehringer Ingelheim Pharmaceuticals, Inc. a Delaware Corporation whose principal address is 900 Ridgebury Road, Ridgefield, CT 06877, hereby gives, transfers, and delivers all of its right, title and interest in the Equipment listed on Attachment A to this Deed of Gift (the "Equipment") and made a part hereof to Western Connecticut State University. The Equipment has a value of approximately \$ 78,923.31, such value being determined by Fair Market Value

The Equipment is deeded to the Donee under the following terms and conditions:

1. The gift is effective as of the date on which the Donee took possession of the Equipment.
2. The Equipment shall be used for Education under the direction of EDWIN WONG
3. THE EQUIPMENT IS DONATED "AS IS, WHERE IS", WITH ALL WARRANTIES EXCLUDED AND DISCLAIMED.
4. The Donee shall defend, indemnify and hold Boehringer Ingelheim Pharmaceuticals, Inc., its parent, all of its affiliates, and its and their respective employees, agents and representatives harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages arising from the Donee's possession or use of the Equipment from _____, the date the Donee took possession of the Equipment. The Donee will, as long as it possesses any of the Equipment, maintain in force the minimum limit of \$1,000,000 in General Liability coverage, and Worker's Compensation and Employees' Liability Insurance with minimum limits of \$1,000,000. All certificates of such insurance will name Boehringer Ingelheim Pharmaceuticals, Inc. as an additional insured.

The mission of the Donee is Education. The Equipment will enable the Donee to Teach DNA sequencing. Therefore, the Donee accepts this Deed of Gift by signing below.

IN WITNESS WHEREOF, the parties have signed this Deed by their duly authorized representatives.

DONEE
Western Connecticut State Univ

BOEHRINGER INGELHEIM
PHARMACEUTICALS, INC.

By: [Signature]
Its: Edwin M. Wong
Date: 8-29-00

[Signature]
By: Edward Papazian
Its: Manager, Fac. Sup.
Date: 8-29-00