

November 19, 2020

21-078

NAME THE THIRD FLOOR OF THE FOURTH AND MONTGOMERY BUILDING HOUSING THE DENTAL SCIENCES PROGRAM IN HONOR OF WILLAMETTE DENTAL

PREPARED BY: Ann Prater, Executive Director, PCC Foundation

FINANCIAL RESPONSIBILITY: PCC Foundation

APPROVED BY: Executive Committee, PCC Foundation  
Sylvia Kelley, Executive Vice President  
Mark Mitsui, President

REPORT: The Willamette Dental Group and the Skourtes family have been longtime workforce partners and supporters of the PCC Dental Program.

To support our students and its workforce needs, Willamette Dental Group is offering to donate \$1 million to establish an endowment that will support scholarships for Dental Sciences in perpetuity.

In recognition of this generous leadership gift, the College agrees to publicly recognize and honor the Donor by recognizing this generous gift publicly in the PCC Dental Sciences Program space on the third floor of the 4<sup>th</sup> and Montgomery building in honor of Willamette Dental.

This building space is part of a condo agreement between four owners within a new building construction near the PSU campus. PCC owns the third floor of the building, with the space dedicated to our Dental Sciences program.

RECOMMENDATION: That following the signing of a gift agreement by PCC, the Foundation and the donors, the PCC Board of Directors approves the naming of the third floor of the Fourth and Montgomery Building in recognition of Willamette Dental Group as detailed in Exhibit B.



## **Willamette Dental Naming Agreement**

This Naming Agreement (“Agreement”), dated this 19th day of November, 2020, is between Portland Community College ("College"), and Willamette Dental Group. (“Donor”).

### **Background:**

Whereas the Donor, has made an extraordinary leadership gift to the Portland Community College Foundation to create an endowed scholarship.

And whereas, the PCC Foundation is using the proceeds of this gift to support PCC’s Dental Science program student scholarships

And whereas, the College wishes to publicly recognize and honor the Donor for this significant gift.

Therefore, and accordingly, the parties do hereby agree as follows:

### **Terms:**

*Description of the Gifts:* Donor will contribute \$1,000,000 to establish an endowed scholarship fund.

*Criteria:* As established and executed, as of November 2020, this endowment may be used to pay for student scholarships in the Dental Sciences Program.

### ***Donor Recognition/Naming of Space:***

College and the Donor agree that in recognition of the Donors’ generous gift the College will provide signs and wall space recognizing the contribution as noted below and detailed in Exhibit B to follow this agreement.

- a. Donor will be recognized on the ground floor main entrance glass door;
- b. The third floor will be referred to and known publicly and throughout campus as the “PCC Dental Sciences Program with generous support from Willamette Dental Group” (the “Name Recognition”);
- c. Building directories on the first and third floors of the Fourth and Montgomery Building will refer to the Name Recognition;
- d. Name Recognition shall appear in primary dental reception area, digital recognition, maps, brochures, press releases, public announcements and other publicity that refer to the Dental Sciences space
- e. The Foundation and Donor acknowledge that the described recognition is pending approval of the PCC District Board, the package will be included in the first board

agenda following execution of the gift agreement.

The College intends to maintain the Dental Sciences program in perpetuity; however, if the Dental Sciences program is transferred or conveyed from the College, closed, deconstructed, destroyed or severely damaged, relocated or replaced, then the Name Recognition will cease. In such event, however, the Donor, if available, and in consultation with and as mutually agreed by the College and Foundation may agree to have another available and equivalent College facility named after the Donor. Additionally, should this occur, the Foundation will notify the Donor or its successor regarding this change.

**Right of Use/Publicity:**

The Donor hereby irrevocably permits, authorizes, grants and licenses the College, the Foundation, and their respective affiliates, successors, and assigns, and their respective licensees, advertising agencies, and marketing agencies (together, “Authorized Persons”), the rights, subject to compliance with Donor’s Branding Guidelines, which may be amended by Donor from time to time, to display, exhibit, perform, transmit, broadcast, reproduce, photograph, edit, adapt, license, and otherwise use the Name Recognition, the name “Willamette Dental Group” “Skourtes Institute” and the names, images, likenesses, appearances, and other personal characteristics of Donor’s Honoree and Donor’s representative’s and owners and all materials created by or on behalf of the College or the Foundation that incorporate any of the foregoing (together, the “Materials”), in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, on any platform, for any all purposes related to the advertising, promotion, public relations, publicity, of the Dental Sciences program, the Foundation, the College, the Contribution, the Naming, and Donor recognition. Authorized Persons may not alter or modify Materials without Donor’s prior approval; however, with respect to Materials in compliance with the Guidelines, Donor acknowledges and agrees that it has no right to review or approve Materials before they are used by Authorized Persons, and that Authorized Persons have no liability to Donor for any editing of Materials or for any resulting distortion or other effects. Should Donor modify its branding guidelines in Exhibit C, the Foundation may modify signage and other Donor Recognition described in Exhibit B and in this Agreement at Donor’s expense.

**Waiver and Release:**

To the fullest extent permitted by law, Donor irrevocably waives all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, “Claims”), arising directly or indirectly from the Authorized Persons' exercise of their rights under this Agreement or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part from the negligence of Company or any other person, and covenants not to make or bring any such Claim against any Authorized Persons and forever releases and discharges the Authorized Persons from liability under such Claims.

**Funds Not Received:**

In the event the entire original contribution amount of \$1,000,000 is not received by the Foundation the College or Foundation may, at its option, delete the Donor’s name from signage, reduce other benefits set forth herein and/or offer the Donor an alternate naming opportunity and benefits commensurate with the Donor's giving level, as determined in the sole discretion of the College and Foundation.

**Donor Conduct:**

In the unlikely event and at any time following the approval of the naming, circumstances change substantially so that the continued use of the name Willamette Dental Group chosen by the Donor may compromise public trust or negatively impact the image, mission or reputation of the College, the Foundation may consult or seek advice from legal counsel regarding future action and potential name removal. The Parties agree to work in good faith to address any issues of concern of either party and to conduct mediation in the event of a dispute. In the event a dispute cannot be resolved through mediation, the Parties agree to binding arbitration in accordance with the rules of the American Arbitration Association. In the event the Parties stipulate or the Arbitrator rules that the Foundation may terminate the donor recognition specified herein, the Foundation shall have no further obligation or liability to the Donor and shall not be required to return any portion of the contribution already paid. The Foundation, however, may in its sole discretion determine an alternative recognition for the portion of the contribution already received. Further, the Foundation in its sole discretion will determine the use of contribution proceeds so that it honors the original intent of the Donor.

***Signage and Appearance of Name:***

The signage bearing the Willamette Dental Group name shall be included on the exterior front of the 4<sup>th</sup> and Montgomery Building, as well as building directories. Information regarding the Donor and this generous gift will be shared inside the Dental Sciences space in the Reception area on a plaque, framed poster, or similar recognition piece, created by the PCC Foundation and PCC. (Renderings attached to this agreement.)

**Willamette Dental Group, P.C. (Donor)**

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Dr. Eugene Skourtes, President Willamette Dental Group, Donor

\_\_\_\_\_  
Date

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Dr. Nicholas Skourtes, Vice-President Willamette Dental Group, Donor

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Date

**Portland Community College**

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Mark Mitsui, President, Portland Community College

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Date

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Mohamed Alyajouri, Board Chair, Portland Community College

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Date

**Portland Community College Foundation**

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Ann Prater, Executive Director, PCC Foundation

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Date