

**Affiliation Agreement between
Mississippi University for Women and the
Mississippi University for Women Alumni Association**

This Affiliation Agreement (Agreement), dated _____, 2011, is between Mississippi University for Women (the University), and the Mississippi University for Women Alumni Association (the Association).

RECITALS

1. This Agreement is mandated by the Board of Trustees of the State Institutions of Higher Learning (IHL), as set forth in IHL Policy 301.0806.
2. The University is a state institution of higher learning established pursuant to the laws of the State of Mississippi. The Association is a Mississippi non-profit corporation and is recognized as tax exempt under Section 501(c)(3) of the Internal Revenue Code.
3. The University has a strong interest in maintaining a favorable relationship with its graduates, former students, and friends of the University.
4. The Association exists to promote the mission of the University by (i) establishing and maintaining a quality relationship between the University and its alumni, former students, and friends; (ii) service to the University through awards and other appropriate recognition to students, alumni, and faculty for their contributions to the University and community, and (iii) promoting the general welfare and interests of the University by alumni service to the University.
5. The Association serves the University by attracting, organizing, and encouraging graduates, former students, and friends throughout Mississippi and the world to advance the University's mission.
6. The University and the Association desire to interact and cooperate to serve the interests of the University.
7. The Association requires services from the University. The University is willing and able to provide those services to the Association. This relationship benefits not only the Association, but the University by facilitating the Association's achievement of the Association's mission to benefit the University.
8. The University and the Association, by this Agreement, recognize the relationship between the University and the Association, clarify the respective rights and responsibilities of the University and the Association, and identify emerging areas of collaboration.
9. The University and the Association desire to define the arrangements concerning services, use of facilities, and activities as set forth in this Agreement.

In consideration of these recitals and the mutual covenants contained in this Agreement, the University and the Association agree, as follows:

ARTICLE 1. RELATIONSHIP, PERSONNEL AND SERVICES

The Association may use, with the approval of the University President, such administrative, professional, and other University employees from time to time as are needed to carry out the purposes of the Association as agreed by the University.

ARTICLE 2. THE ASSOCIATION'S OBLIGATIONS

2.1 The Association agrees to provide an organizational framework for volunteer service to the University through geographic area alumni groups or special interest alumni groups. The Association will serve as the most widely accessible medium for graduates, former students, and friends of the University to maintain relationships with the University. Nothing in this Agreement shall be construed to give the Association control of or authority over other affiliates supporting the University and its constituent units. The Association will work cooperatively and in good faith with these organizations to promote the interests of the University and its relationship with its alumni.

2.2 The Association agrees that it will use its resources for the sole and express purpose of advancing the University's mission. The Association further agrees that it may not amend its Articles of Incorporation or By-Laws during the life of this Agreement unless the University consents to the proposed amendment.

2.3 The Association agrees to provide volunteers to serve the University and to assist the University in developing and supporting programs and services, including, but not limited to, administration, maintenance, and enhancement of the alumni data base; operation of homecoming and reunion programs; maintenance of a faculty awards; participation in advancement endeavors; maintenance of a career services program; maintenance of programs serving the University's student population; and participation in scholarship programs, award recognition programs, student recruitment programs, and special events.

2.4 At least thirty days before the end of each Fiscal Year (June 30) during this Agreement, the Association shall submit an annual budget for the forthcoming Fiscal Year to the University President.

2.5 The Association must cause to be prepared annual financial statements of the condition of the Association, which shall include such detail as the IHL Board may from time to time require. The Association must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Association's annual financial statements. The Association shall submit the audited financial statements, along with a list of Association officers, directors or trustees, not later than five months following the completion of the Association's fiscal year, to the University President and to IHL. However, the annual audited financial statement of the Association may be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR). If the Association will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Deputy Commissioner of Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, the Association must submit annual audited financial statements to the University President and to the IHL, along with a list of Association officers, directors or trustees, by October 15 of each year. The IHL Board's Deputy Commissioner of Finance and Administration

shall notify the Association of the applicability of the October 15 deadline as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Association must be approved by the IHL Board and all requests for approval of the CPA firm must be submitted to the IHL Board for approval not later than three months prior to the end of the Association's fiscal year for which the audit will be conducted. Unless approval is specifically granted for multiple years, approval of a firm by the IHL Board for one year does not constitute approval for other years, and requests for approval of the CPA firm must be submitted on an annual basis. However, at the request of the Association, the University President, with the approval of the IHL Board, may grant a request of the Association to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Association are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Association and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Association in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Association (if any such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Association anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above. The Association shall contemporaneously submit an annual report to the University and to the IHL providing a detailed list of supplemental compensation which was submitted to the University for the purpose of providing additional compensation to University employees or paid directly to University employees. This reporting requirement does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.6 The Association may not underwrite, pay, or provide additional compensation to the University President or any IHL system office employee without the prior approval of the IHL. Any such request for approval shall be made through the IHL Commissioner to the IHL. Additionally, the Association may not provide or pay compensation to any other University employee without prior approval of the University President, and any such approval shall be reported to the IHL by the Association at the IHL's next meeting. This provision does not apply to transfers to the University by the Association that are paid directly to the University for use by the University to compensate University employees if that compensation is included in the University's annual budget.

2.7 The Association acknowledges and agrees that the University owns all copyright, interest in, and right to all trademarks, trade names, logos, and service marks developed by the University, including any trademarks, trade names, logos, and service marks historically associated with or used by the Association. The Association may only use the University's name, symbols, trademarks, trade names, logos, and service marks consistent with the University policy, including but not limited to any symbols, trademarks, trade names, logos, and service marks developed by the University for use by the Association. Upon termination of this

Agreement the Association shall be prohibited from using the name, symbols, trademarks, trade names, logos, and service marks of the University.

2.8 The Association shall enter into an agreement with the Mississippi University for Women Foundation, Inc. (the Foundation), to provide for the Foundation's receipting and accounting for gifts, membership dues and miscellaneous income designated for the Association, any current local chapters and any local chapters formed by the Association after the date of this Agreement. This agreement between the Foundation and the Association is necessary to assure that any funds are received and accounted for consistent with the policies and practices adopted by the Foundation and consistent with the Affiliation Agreement between the University and the Foundation and to provide for the Foundation's management on behalf of the Association of all Association assets.

2.9 The Association shall provide the University President reasonable notice of any regular, annual, or special meetings of the Association (including, but not limited to, meetings of the governing board, any committee and the membership), and the University President (or the President's designee) shall have the right to attend any such meetings.

2.10 The University may from time to time make requests of the Association or seek assistance from the Association in accomplishing the University's mission, and the Association agrees that it will use its best efforts to provide such assistance.

2.11 The Association has the responsibility as an affiliated entity to use its resources in a responsible and effective manner to further the mission of the University and to support the University.

2.12 To assure that the resources and services provided by the University are expended for the ultimate benefit of the University, as long as this Agreement is in effect, the Association, working with the University Executive Director of Alumni Relations, shall provide to the University, not less often than annually, the following information:

1. A report specifying how the University resources and services were used, and the benefits (both financial and intangible) to the University arising from that use;
2. A description of proposed activities for the coming year. The description shall be developed with input from and the approval of the University's Director of Alumni Relations; and
3. The Association's current financial policies, procedures and controls, if any, as set forth in its Articles of Incorporation or By-Laws.

2.13 The Association agrees to maintain its financial and accounting records, if any, in accordance with generally accepted accounting principles. The records shall be maintained separately from those of the University. The University President shall have the right upon two days' notice to inspect the books and records of the Association during normal office hours. The Association agrees to retain all books, accounts, reports, files and other records of the Association relating to this Agreement, if any, and make such records available at all reasonable times for inspection and audit by the University, or their agents, during the term of and for a

period of five years after the completion of this Agreement. Such records shall be provided at the University's Alumni Office in Columbus, Mississippi, or such other location as designated by the University upon reasonable notice to the Association. To the extent that information is inspected, reviewed or received by the University President or his/her designees, with respect to the identity of donors, sponsors, or members who have expressly stated they wish to remain anonymous, with respect to any information relating to the identification, cultivation and solicitation of donors, sponsors, or members, with respect to personal, commercial, or proprietary information relating to a donor or member or his/her family or business, or with respect to any personal, commercial or proprietary information provided to the Association by third parties, such information shall be treated as confidential by the University President and by any designee who may review or acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances. If upon such inspection or audit the University determines that University funds or resources have been expended for purposes inconsistent with this Agreement, the Association, upon demand by the University, shall reimburse the University for such misused funds, and the University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. These same inspection and information rights are also extended to the IHL or its designee when authorized to exercise such rights by the IHL acting upon its minutes. However, it is understood that the appropriate extent of any disclosure or other use of any confidential, personal, commercial or proprietary information is in the discretion of the IHL, and further, any such decision to disclose or release any confidential, personal, commercial or proprietary information or information that would identify any particular donor or members shall be made by the IHL acting upon its minutes.

2.14 The University's Office of Alumni Relations shall work with the Association in setting goals for the Association in conjunction with the University's goals and priorities.

2.15 The Association shall adopt and maintain a conflict of interest policy that complies with the requirements of Miss. Code Ann. § 79-11-269 (1972), as amended from time to time.

2.16 The Association may establish a dues structure for its membership. The Association shall not enter into any transaction that creates any liability for the University.

2.17 No member of the Association can encumber the University's funds or otherwise bind the University in any way.

2.18 No University assets will be managed by the Association.

2.19 If the Association should cease to exist, any Association assets donated to the Association for the benefit of the University must be transferred to the University or to another non-profit entity designated by the University.

2.20 The parameters of the Association's fund raising activities are:

1. All fund raising by the Association must be approved and coordinated by the University's Office of Development;

2. In conjunction with section 2.20(1) of this Agreement, the Association may engage in fund raising for the Legacy Scholarship, the Faculty Enhancement Grants, the New Faculty Award, and any other endeavors suggested in writing by the University's Office of Development; and

3. At the end of each fiscal year and no later than June 30, the Board of Directors of the Association will review the 501(c)(3) exemption and, after consulting with the University and the MUW Foundation, make a determination on the value and necessity of maintaining the tax exempt status

2.21 The Association may enter its contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed five years.

2.22 The Association's By-Laws shall specify, among other things, a process for selecting or electing members of the governing board that requires the Association to use best efforts to achieve racial, gender, and generational diversity in composition of the governing board.

2.23 The process for nominations for the Association Officers shall be an inclusive process designed to achieve representation that reflects the membership of the alumni.

2.24 The Association must obtain written approval from the University President for any formal merger or affiliation between the Association and any other entity.

2.25 The Association shall not accept any gift, donation or grant or enter into any transaction that creates any liability for the University, without advance written approval of the University President.

2.26 The Association agrees to manage all funds in its control in a fiscally sound and prudent manner.

ARTICLE 3. THE UNIVERSITY'S OBLIGATIONS AND IN-KIND SUPPORT

3.1 The University grants the Association a non-exclusive, non-transferable license to use University trademarks, trade names, service marks, and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Association.

3.2 The University grants the Association an exclusive, transferable license to use University trademarks, trade names, service marks, and logos historically associated with the Association or developed by the University or the Association for the Association's use.

3.3 The University agrees to designate the Association as an official affiliated entity of the University.

3.4 The University shall provide the Association such other rights, privileges or benefits as the University President, in the University President's sole discretion, may determine will assist the Association in discharging its obligations under this Agreement.

3.5 The University President shall be an ex-officio non-voting member of the Association's governing board and shall be given reasonable notice of any meeting of the governing board, as required by Section 2.9 of this Agreement.

3.6 Subject to the availability of funding and the budget process, the University agrees in good faith to provide the Association with resources suitable in the University's judgment for the accomplishment of the Association's activities for the University's benefit, and may include services and supplies, staff support, office space, and such financial support as agreed upon between the parties from time to time. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of the University and the Association. No provision in this Agreement shall be construed to give the Association any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All University assets, including personal property, made available to the Association under the terms of this agreement shall remain the property of the University unless sold, conveyed or transferred to the Association by way of a separate written agreement.

3.7 The University President will encourage all parts of the University to collaborate with the Association in implementing the Association's programs and services.

3.8 The University President agrees to inform the Association on a regular basis of the University's needs and priorities or, if necessary, as the need arises.

ARTICLE 4. COMPLIANCE

4.1 The Association shall comply with all federal and state laws and regulations and shall comply with any compliance, financial, accounting, audit, and regulatory guidelines as may be required by IHL.

4.2 The provisions of this Agreement shall apply to any and all entities owned or controlled by the Association, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special purpose entity would then be required to comply with any and all provisions of this Agreement between the University and the Association, which owns or controls the special purpose entity.

ARTICLE 5. INDEMNIFICATION

The Association agrees to indemnify and hold harmless the University, including its agents and employees from any and all claims, demands, suits, or liabilities of any nature, or on account of any of the actions or inactions in or about the licensed premises. The Association

agrees to reimburse the University and its agents and employees for any expenses incurred by them or as a result of legal action or inaction, including reasonable attorney fees, provided funds are available for such purpose.

ARTICLE 6. REPORTING

6.1 The Association shall, by December 1 of each year during the life of this Agreement, submit a detailed annual report of the work and financial condition of the Association to the President, and any other reports as required by this Agreement, the By-Laws of the Association, the policies of the University's governing board or by other applicable law and shall also submit by the same date any other reports as required by this Agreement, by the Bylaws of the Association, by IHL policies or by other applicable law, including but not limited to any and all reports required by Articles 2.5 and 2.6 of this Agreement.

6.2 The Association shall promptly notify the University President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

1. The Association has materially breached any of its contractual obligations under the Agreement;
2. The Association has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Association has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations;
4. There has been a failure by the Association or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Association;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Association or upon its status as a tax exempt organization; or
6. The Association has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Association, or any entity controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year; The previous sentence creates a duty for the Association to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

6.3 The Association's President shall submit to the University President and to the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Association has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that any Reportable Events occurred, other than those which have been duly reported to the University President and the IHL, as required in Article 6.2 above. In this certification the Association's President shall re-affirm that, in the event he/she

becomes aware of any such Reportable Events, the Association President will immediately notify, in writing, the University President.

ARTICLE 7. TERMINATION AND RENEWAL

7.1 This Agreement shall have a term of five years, if not renewed by mutual consent of the parties before that date.

7.2 The University may terminate this Agreement without cause with thirty days written notice to the Association and prior approval of IHL, acting upon its minutes.

7.3 The University may terminate this Agreement for cause without notice to the Association but with notice to the IHL and prior approval of the IHL, acting upon its minutes. The Association may not terminate the agreement without the consent of the University President and the IHL Board.

7.4 If this Agreement is terminated for any reason, including because the Agreement has expired without being renewed under Article 7.1, Articles 2.7, 2.13, 2.19, 5, 7, and 8 shall survive the termination.

7.5 Upon termination and/or non-renewal of this Agreement, (1) the Association shall cease to use and shall not assign or delegate the authority to use the University's name, symbols, trade names, registered marks or logos to any person or entity without the written approval of the University President, (2) the Association shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (3) the Association shall work in concert with its members and/or donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (4) the Association shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by University President; and (5) the Association shall work in concert with the University to provide the University or its designee with records and materials of the Association necessary to continue the business and/or wind up the affairs of the Association.

7.6 The Association agrees to cease using the University's name, marks, symbols and logos in the event the Association dissolves, ceases to be a non-profit corporation, ceases to be recognized as a tax exempt entity under Section 501(c)(3) of the Internal Revenue Code, or this Agreement is terminated.

7.7 The University and the Association desire to work together in an environment of mutual cooperation and support. In addition, Association Board Members shall be elected to terms not to exceed three years and no less than one-third of the Board Members shall be elected in a single year. Although a director may be elected to more than one term, the approval process and rotation required shall work to maintain alignment between the Association and the mission of the University.

7.8 If the University President determines that the cooperation between the University and the Association is not in place and is, as a result, detrimental to the best interests of the University, the President shall notify the Commissioner of Higher Education and the IHL shall attempt to reconcile the parties, including through mediation if advisable. If the IHL determines and notifies the University President that it is in the best interest of the University to substitute new members of the Board of Directors of the Alumni Association, the University President may direct that at the expiration of a ninety-day period, the terms of office of 100% of the Directors shall be deemed to have expired. Upon such event, a five-person Commission shall be selected as follows: (1) one member appointed by the University President, (2) one member appointed by the IHL, (3) one member appointed by the Board of Directors of the MUW Foundation, (4) one members appointed from within and by the group of alumni donors to the University whose lifetime outright giving to the University, through the MUW Foundation, exceeds \$50,000, and (5) one member appointed from within and by the recipients of the Alumnae Achievement Award or the Medal of Excellence; however, the groups selecting the fourth and fifth members of the Commission may not appoint as a member of the Commission anyone who at the time of the appointment is serving as (i) a University employee or (ii) an employee, officer, trustee, or director of any University affiliated support organization or foundation. The Commission shall then appoint, within the ninety day period, by majority vote, members to the Board of Directors to replace the Directors whose terms shall be deemed to have expired. The reconstituted Board of Directors shall then elect new officers of the Association.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

8.2 The parties agree that the Association is not the agent or employee of the University and nothing in this Agreement creates an employment or other agency relationship between the parties.

8.3 The parties agree that the Association is a private, independent entity and, as such, is not governed by the IHL. To ensure the independence of the Association, no IHL employee shall hold a voting position on the Association Board. Senior University administrators should only participate on the Association's Board, if at all, in an ex-officio, non-voting capacity. The IHL may allow, upon written request by the University, exceptions to this restriction regarding IHL/University employees.

8.4 The University and the Association agree that the Association's donor and giving records and any other financial or commercial information possessed by the Association or provided by the Association to the University concerning individuals or corporations that provide the Association financial support are confidential and proprietary. Unless required to disclose such information by applicable law and except as provided otherwise in Article 2.13 of this Agreement with respect to actions by IHL acting upon its minutes, the University and the Association agree not to disclose to third parties and to keep confidential the giving records, giving history, and financial or commercial information of individuals and corporations that provide financial support to the Association.

8.5 In the performance of this Agreement, the Association shall not deny employment opportunities to any person on the basis of race, color, religion, ethnic group identification, sexual orientation, sex, age, physical or mental disability, medical condition, or veteran's status.

8.6 The parties hereto acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

8.7 The provisions of this Agreement are severable, and in the event that any provisions of this Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

8.8 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

8.9 The Association's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls.

MISSISSIPPI UNIVERSITY FOR WOMEN

MISSISSIPPI UNIVERSITY FOR WOMEN
ALUMNI ASSOCIATION

By: _____

By: _____

Name: Allegra Brigham

Name:

Title: Interim President

Title: President

Date: _____

Date: _____