

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

Proposed April 16, 2008

This Affiliation Agreement (Agreement), dated March 27, 2007 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 incorporated under the laws of the State of Mississippi.
- 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,
- 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, clarifies the respective rights and responsibilities of the University and the Association, and identify emerging areas of collaboration.
- 9) 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.
- 10) 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 or designee, 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 that it will use its resources for the sole and express purpose of advancing the University's mission statement:

A Carnegie Master's II public institution, Mississippi University for Women provides high-quality undergraduate and graduate education for women and men in a variety of liberal arts and professional programs, while maintaining its historic commitment to academic and leadership development for women. MUW provides education in the College of Arts and Sciences, College of Business, College of Education and Human Sciences, College of Nursing and Speech Language Pathology, and the Culinary Arts Institute, utilizing small classes and emphasizing a personalized learning environment. The graduates of MUW are prepared for competitive careers and excellent graduate and professional schools. MUW provides educational opportunities throughout Mississippi and the United States while addressing the unique educational and public service needs of northeast Mississippi and adjoining counties in northwest Alabama.

- 2.2 At least 30 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 or designee.
- 2.3 The Association agrees to maintain its financial and accounting records, if any, in accordance with Generally Accepted Accounting Principles and make such records available at all reasonable times for inspection and audit by the University President or designee, 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 Office of Alumni Relations or as designated by the University president or designee.

- 2.4 The Association agrees to submit to an annual audit of the Association's books, records, and expenditures, if any, by an independent external auditor mutually agreeable to the Association and the University such that audited financial statements for each Fiscal Year may be prepared and submitted to the University by November 1 of the following Fiscal Year. The University shall have the right to audit all records, financial and otherwise, if any, of the Association to assure that funds, resources and services provided by the University are expended for the ultimate benefit of the University and are expended by the Association for purposes consistent with the terms of this Agreement.
- 2.5 No form of compensation may be paid or provided to the University President by the Association without the prior approval of the IHL Board. The request for approval shall be made through the IHL Commissioner to the IHL Board. Additionally, an annual report must be submitted by the Association to the University President specifying in detail a list of funds or supplemental compensation submitted to the University for providing additional compensation to any University employee. The University President or designee shall then, in turn, forward the annual report to the Commissioner of Higher Education.
- 2.6 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. 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 owned the University. The University acknowledges that the Association owns the following trademarks and copyrights and has the exclusive right to and interest in said property:
- 1) M.U.W. songs we love/Alumnae Association of Mississippi University for Women, Registration # PA-62-628, c1979;
  - 2) Southern grace: recipes and remembrances from the W, Registration # TX—5-825-530, c2004, and
  - 3) Mississippi University for Women ring design, Registration # VA-780-435 (21Nov95)
- 2.7 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, donations 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.

- 2.7 The Association shall provide the University President or designee 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 designee shall have the right to attend any such meetings with the exception of executive for:
- 1) Personnel matters relating to job performance, character, professional competence or physical or mental health of a person holding a specific position;
  - 2) Prospective or actual litigation;
  - 3) Security personnel, plans or devices;
  - 4) Investigations concerning allegations of misconduct or violations of law, and/or
  - 5) Extraordinary emergencies posing immediate or irrevocable harm to persons or property.
- 2.9 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.
- 2.10 If University funds are committed or expended by the Association without prior written approval from the University, the Association, upon request 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.
- 2.11 The Association agrees to provide an organizational framework for volunteer service to the University through local alumni chapters and/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. To this end, the Association will have access through the Director of Alumni Relations to the alumni data and membership information for the purpose of Association business. 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 other affiliates supporting the University and its constituent units to promote the interests of the University and its relationship with its alumni.

- 2.12 As mutually agreed between the Association and the University, the Association will assist the University in developing and supporting programs and services, including, but not limited to, administration, facilitation, access and enhancement of alumni data; operation of homecoming and reunion programs; facilitation of a faculty of the year award; participation in advocacy and other advancement endeavors; facilitation of a career services program; facilitation of programs serving the University's student population; and participation in scholarship programs, award recognition programs, student recruitment programs, and special events.
- 2.13 The Association agrees to make its best efforts to provide volunteers to assist the University when requested.
- 2.14 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 Director of Alumni Relations, shall provide annually to the University the following information:
- i) 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.
  - ii) A description of the Association's proposed activities for the coming year. The description shall be developed with advice and counsel of the University President or designee.
  - iii) The Association's current financial policies, procedures and controls, if any, as set forth in its Articles of Incorporation or Bylaws.
- 2.15 The University's Office of Alumni Relations will work with the Association in setting goals for the Association in conjunction with the University's goals and priorities.
- 2.16 Within 60 days of the date of this Agreement, the Association's governing board will provide to the University President or designee, for review and approval Bylaws and a Mission Statement for the Association, all of which must be consistent with the mission and priorities of the University, this Agreement and IHL policy.
- 2.17 The Association shall solicit gifts, donation or grants only with the approval of the University President or designee. The Association shall not enter into any transaction that creates any liability for the University.
- 2.18 No member of the Association can encumber the University's funds or otherwise bind the University in any way without approval of the University.
- 2.19 The Association shall consult with the University President or designee regarding awards

and honors given by the Association. The Association's Bylaws shall specify a process for giving awards and honors consistent with this Agreement.

- 2.20 Within 60 days of the Association's annual election or appointment of new directors and officers, the Association's President shall submit to the University President or designee the names of the directors, officers and the membership of each standing committee for submission by the University to the IHL Commissioner.
- 2.21 No University assets will be managed by the Association.
- 2.22 The Association shall engage in fundraising activities only with the approval of the University President or designee and cannot apply for Section 501 (c)(3) status, or its equivalent, under IRS guidelines without the express written permission of the University President or designee.
- 2.23 The name of the Association will be The Mississippi University for Women Alumni Association.
- 2.24 The Association must obtain written approval from the University President or designee for any formal merger or affiliation between the Association and any other entity.

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

- 3.1 The University agrees to designate the Association as an official affiliated entity of the University.
- 3.2 The University shall provide the Association such other rights, privileges or benefits, as the University President or designee, in his or her sole discretion, may determine will assist the Association in discharging its obligations under this Agreement.
- 3.3 The University President or designee shall be an ex-officio non-voting member of the Association's governing board.
- 3.4 Subject to the availability of funding and the budget process, the University agrees in good faith to provide the Association with resources for the accomplishment of the Association's activities for the University's benefit, to include services and supplies, staff support, office space, and/or 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.

- 3.5 The University President will encourage all parts of the University to collaborate with the Association in implementing the Association's programs and services.
- 3.6 The University President agrees to inform the Association on a regular basis of the University's needs and priorities.

#### **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 Association is a private, independent entity and, as such, is not governed by the IHL Board or the University.
- 4.3 Unless permitted to do so by IHL, through a request from the University, no IHL employee shall hold a voting position on the Association Board. An IHL employee can serve on the Association Board in an ex-officio non-voting capacity.
- 4.4 The Association must have a conflict of interest policy adopted as a part of its **Bylaws** within 60 days of the date of this Agreement. All Association Board members must sign the conflict of interest policy before their service on the Board can begin.

#### **ARTICLE 5. ELECTIONS**

- 5.1 The Association's Constitution and Bylaws 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.
- 5.2 The process for nominations for the Association Officers shall be an inclusive process designed to achieve representation that reflects the membership of the alumni.

#### **ARTICLE 6. TERMINATION AND RENEWAL**

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

- 6.2 This Agreement may be terminated by either party upon at least 60 days written notice.
- 6.3 This Agreement may be amended by mutual consent of the parties by way of a written amendment, executed by both parties.
- 6.4 If the Association **is dissolved**, any Association asset 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.

#### **ARTICLE 7. MISCELLANEOUS PROVISIONS**

- 7.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.
- 7.2 The parties agree that the Association and its members and officers are not the agents or employees of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.
- 7.3 The University and the Association agree that the Association's membership records and other financial or commercial information, if any, are confidential and proprietary. Unless required to disclose such information by applicable law, 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.
- 7.4 In the performance of this Agreement, the Association shall not discriminate on the basis of race, color, religion, ethnic group identification, gender, sexual orientation, age, physical or mental disability, medical condition, or veteran's status.
- 7.5 The parties acknowledge that this Agreement sets forth the entire Agreement and understanding of the parties.
- 7.6 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.
- 7.7 The failure of either party to assert a right under this Agreement 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.

