



UL Lafayette Alumni Association

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Université des Acadiens

MEMO

To: Christine P. Brasher, Director of Operations Review
From: Dan Hare, Director of Alumni Affairs *Dan Hare*
Date: August 5, 2011
Re: UL Lafayette Alumni Association Affiliation Agreement

RECEIVED

AUG 09 2011

Office of the President

Enclosed is the final version of the Affiliation Agreement between the University of Louisiana at Lafayette and the University of Louisiana at Lafayette Alumni Association, Inc.

The document was signed by current association president, Allison J. P. "Sonny" Launey, and witnessed by Gerald Hebert and myself. If I may be able to provide you with any other information, feel welcome to contact me at DanHare@louisiana.edu or 482-0900.

Thank you for your cooperation and assistance with this process.

AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (the "Agreement") is made and entered into this 10th day of August 2011, (hereinafter "Effective Date") by and between

UNIVERSITY OF LOUISIANA AT LAFAYETTE
(herein called "University")

and the

UNIVERSITY OF LOUISIANA AT LAFAYETTE ALUMNI ASSOCIATION, INC.

(herein called "Association");

Recitals

WHEREAS, as stated in its articles of incorporation, the Association is a separate tax exempt organization, as described under section 501(c)(3) of the Internal Revenue Code, and is responsible for maintaining and nurturing relationships with alumni and other friends of the University; soliciting cash and other private resources for the support of the University; and acknowledging and stewarding such gifts in accordance with donor intent and its fiduciary responsibilities; and

WHEREAS, this Association is often closely identified with the University, if not in fact, at least in the perception of citizens, alumni, and contributors to the support and development of the University; and

WHEREAS, the University recognizes that gifts coming to the Association are made with thoughtful care and with great affection for and devotion to the University for the purpose of supporting the University's institutional goals, including its instruction, research and public service missions and its students, faculty and staff; and

WHEREAS, the Association renders invaluable support to and works very closely with the University; and

WHEREAS, the Association and the University recognize their mutual interest in guarding against even the appearance of impropriety in their activities; and

WHEREAS, it is, therefore, prudent and beneficial for the University and this Association to document clearly their relationship and their respective responsibilities and authority; and

WHEREAS, the parties recognize the importance of an agreement between the parties defining acceptable standards and procedures for the accounting and auditing of accounts of the Association, while at the same time preserving the private and independent status of the Association.

Now therefore, the University and the Association agree as follows:

Article 1

The Association's Relationship to the University

1.1 The Association is a separately incorporated 501(c)(3) non-profit organization created to promote good fellowship among alumni; to strengthen the ties of loyalty and devotion of alumni to their alma mater; and to at all times further the interests of the institution.

1.2 Notwithstanding anything to the contrary contained herein, the Association's board of directors is responsible for the control and management of all assets of the Association, including the prudent management of all gifts consistent with donor intent.

1.3 The Association is responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the board's fiduciary responsibilities, including expectations of individual board members based upon ethical guidelines and policies.

1.4 The Association shall not engage in activities contrary to the objective of providing support to the University. Nothing herein shall be construed as limiting the ability of the Association to expend funds on its behalf to achieve the mutual goals of the Association and the University.

Article 2

The University's Relationship to the Association

2.1 The University President and/or his/her designee will periodically communicate the University's priorities and long-term plans to the Association. The chief executive of the Association will have regular, reasonable access to the University President or his/her designee and to other members of the President's senior administrative team for the purpose of being an active and prominent participant in strategic planning for the University.

2.2 The University recognizes that the Association is a private corporation with the authority to keep all records and data confidential consistent with state and federal law, University policy, or as mutually agreed.

Article 3

Association Responsibilities

3.1 Fund Raising

3.1.1 The Association shall create an environment conducive to increasing levels of private support for the mission and priorities of the University.

3.1.2 The Association, in consultation with the University President or his/her designee, is responsible for planning and executing comprehensive fund-raising and donor-acquisition programs in support of the University's mission including, without limitation, annual giving, special projects, and campaigns, as appropriate and in accordance with University policy. The Association acknowledges that the University has established "Fund Raising Policies and Guidelines," dated July 18, 2007 and attached hereto as Exhibit "A" and made a part of this Agreement. The Association agrees to follow said policies and guidelines, as they exist in Exhibit "A," in all development endeavors. These Guidelines provide direction for University, alumni, Foundation and athletic personnel and supports who may engage in fundraising activities on behalf of the University or its related entities. These Guidelines also provide a listing of services the University will provide to the Association in the manner provided for all affiliated organizations.

The Association will also assist and coordinate with the University's development office for the operation, development, accounting, management and marketing activities of these programs.

3.2 Asset Management

3.2.1 The Association will receive, hold, manage, invest, and disperse contributions of cash, securities, and things of economic value of all kinds, including property, both real and intellectual, whether principal or income, tangible or intangible, including immediately vesting gifts and deferred gifts that are contributed in the form of planned and deferred-gift instruments.

3.2.2 The Association may serve as an instrument for entrepreneurial activities for the University and engage in such activities as purchasing, developing, or managing real estate for University expansion, student housing, or retirement communities. The Association also may hold licensing agreements and other forms of intellectual property, borrow or guarantee debt, or engage in other activities to increase revenue with no direct connection to a University purpose.

3.2.3 The books and records of the Association shall be kept in accordance with generally accepted accounting principles.

3.2.4 All donations, including donations having specific directions or investment restrictions, shall be invested by the Association in its sole discretion, subject only to a donor's specific directions or restrictions associated with a particular donation.

3.2.5 If required by Louisiana law, the parties will negotiate in good faith regarding a mutually acceptable cooperative endeavor agreement for the donation, loan or pledge of any University funds or property to the Association including, without limitation, any agreement which must be approved by the UL Board of Supervisors and, if applicable, the Division of Administration.

3.2.6 Notwithstanding anything to the contrary contained herein, the Association shall not be required to engage in any activity that would result in adverse tax consequences for the Association, or that could result in revocation of the Association's tax exempt status. The

Association may, in its sole discretion, seek tax and/or legal advice for future endeavors in the pre-planning stages, and shall be entitled to rely on such advice.

3.3 Association Funding and Administration

3.3.1 The Association has the right to use a reasonable percentage of the annual unrestricted funds and assess fees for services to support its operations.

3.3.2 Under no circumstances shall any of the net earnings or assets of the Association inure to or be distributed to the benefit of its directors, officers, or other private persons; provided, however, that the Association shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the overall purpose of the Association.

3.3.3 The Association shall be responsible for establishing and implementing a system of controls that ensure compliance with all applicable laws and regulations, specifically including state and federal laws regarding the non-profit, tax-exempt status of the Association.

3.4 Financial Policy. All disbursements by the Association for administrative and operating expenses shall be in accordance with a financial policy approved and adopted by the Board of Directors of the Association no later than 120 days of this agreement. Such financial policy, attached hereto as Exhibit "B" shall provide for sound and prudent business practices, the payment or reimbursement of ordinary, necessary and reasonable business expenses, and the avoidance of conflicts-of-interests.

3.5. The Board of Supervisors for the University of Louisiana System may, at any time, review all accounting records, files, and documentation of the Association that pertain to payments made to or on behalf of University employees and/or University programs/projects. Notwithstanding the foregoing, the University shall use reasonable efforts to protect the identity of donors to the Association and/or other information regarding gifts or donations.

Article 4

University Responsibilities

4.1 The University President shall work in conjunction with the Association to identify, cultivate, and solicit prospects for private gifts.

4.2 The University shall accept funds from the Association for the purpose of promoting the well-being and advancement of the University and to develop, expand, and improve the University's curricula, programs, and facilities so as to provide greater educational advantages and opportunities; encourage teaching, research, scholarship, and service; and increase the University's benefits to the citizens of the State of Louisiana and the United States of America.

4.3 The University shall use any and all such funds received from the Association in accordance with the terms and conditions as may be imposed by testators and donors, within the limits of the law.

4.4 The University and the Association shall have open communication regarding the application of the policies set for herein, issues of mutual significance to the parties including, without limitation, the performance of the obligations set forth herein, and mechanisms that would allow the parties to better accomplish their common goals. The University President will bring any Association recommendations that arise from such discussions to the University of Louisiana System President for further consideration.

Article 5

Term and Termination

5.1 Either party may, upon ninety (90) days prior written notice to the other, terminate this agreement. Notwithstanding the foregoing, either party may terminate this agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written show cause notice.

5.2 Should the University terminate this Agreement for any reason, the agreement shall continue in full force and effect until receipt by the Association of the notice of termination, and any transactions entered into by the Association prior to the date of such notice shall be binding upon the University. Following termination of this Agreement, the Association shall be prohibited from using the University's name to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, or the general public that said Association is affiliated with the University.

5.3 Should any substantial misuse of funds or fraudulent activity on the part of the Association be discovered, the University may, at its discretion, terminate this Agreement with immediate effect by providing written notice of such termination to the Association. In such case, the Association shall be prohibited from using the University's name to solicit donations or for any other purpose and shall not in any way represent to alumni, contributors, or the general public that said Association is affiliated with the University.

5.4 Notwithstanding the foregoing, should the University terminate this Agreement, the Association may require the University to pay, within 180 days of written notice, all debt incurred by the Association on the University's behalf including, but not limited to, lease payments, advanced funds, and funds borrowed for specific initiatives. Should the Association terminate this Agreement, the University may require the Association to pay any previously approved debt it holds on behalf of the Association in like manner.

5.5 In case of dissolution of the Association, its assets shall become the property of the University or other University-affiliated organization approved by the University in accordance with donor intent. Furthermore, failure to maintain an affiliation agreement with the University will result in the de-certification of the Association and all assets will become the property of the University or other University-affiliated organization approved by the University in accordance with donor intent.

5.5 Nothing in this Agreement shall be construed as invalidating or restricting the Association's independent status.

5.6 Whenever any notice or demand is required or permitted under this Agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the following addresses:

University: 104 University Circle
P.O. Drawer 41008-
Lafayette, LA 70504

Association: UL Alumni Association
P. O. Box 40151
Lafayette, LA 70504

5.7 This agreement constitutes the entire agreement between the parties and shall only be amended in writing, executed by all parties hereto.

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be executed by their duly authorized officers as of the day and date first above written.

WITNESSES: (University of Louisiana at Lafayette)

Julie Leday
[Signature]

Jeannette Narisse

CR By: [Signature]
President

WITNESSES: (University of Louisiana at Lafayette Alumni Association, Inc.)

Dan Hare

[Signature]

By: William J. Lawrence
President