AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this 1 day of March, 2013 by and between

THE UNIVERSITY OF NEW ORLEANS ("University")
and the

UNIVERSITY OF NEW ORLEANS INTERNATIONAL ALUMNI ASSOCIATION
("Affiliate")

whose address is UNO International Alumni Association, 2000 Lakeshore Drive, University of New Orleans, New Orleans, LA 70148

WHEREAS, as stated in its articles of incorporation, the Affiliate is a separately incorporated 501(c)(3) organization and is responsible for serving alumni, providing fellowship among alumni, and fostering loyalty and support for the University;

WHEREAS, many foundations, associations, and closely affiliated organizations render invaluable support to and work very closely with the University; and

WHEREAS, such foundations, associations, and affiliated organizations often use the University's name in carrying out their functions, and in some cases, use University facilities, personnel, or resources in raising funds for and otherwise supporting the University and its programs; and

WHEREAS, because of the close association of this Affiliate with the University, it is prudent and beneficial to have a clear statement, agreed upon by the parties, of the responsibilities, authority, and the relationship of the University and this related Affiliate; and

WHEREAS, it is, therefore appropriate that the University and the Affiliate document clearly the relationship of the University and the Affiliate and their perspective responsibilities and authority; and

WHEREAS, because this Affiliate 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, it is important that the University and the Affiliate agree to the standards and procedures for accounting for and auditing of accounts of the Affiliate while at the same time preserving the private and independent status of the Affiliate.
NOW, THEREFORE, the parties agree as follows:

I. The purpose of the Affiliate shall be to receive, hold, invest, and administer property and to make expenditures to support programs and activities designed to advance, promote, or otherwise benefit the university. The Affiliate has been formed for non-profit activities and not for pecuniary profit or financial gain.

II. The Affiliate shall have the following duties and responsibilities:

A. The Affiliate's primary objective shall be to provide support to the University. Therefore, the Affiliate may not engage in activities contrary to this objective. In addition, the acts, deeds, functions, and activities of the Affiliate shall in no way conflict with the authority of the University.

B. The Affiliate in fulfilling its mission may:

1. Solicit and accept (whether by way of outright, limited, or conditional gifts, grants and bequests, in trust or otherwise) things of value of all kinds, including property, both real and personal, whether principal or income, tangible or intangible, vested or contingent, within the limits of the law, for the purpose of providing funds for the general purposes of the Affiliate and for purposes of providing scholarships, activities in research, or other such designated benefits for the University and its faculty, staff, and students as may be prescribed by testators or donors to the Affiliate; and

2. receive, hold, and administer such donations, bequests, devises, and gifts for the purposes so determined, subject to such terms and conditions as may be imposed by respective testators or donors, and to distribute to students granted scholarships or to the University the funds or property under control of the Affiliate for the purposes specified by the testators or donors or determined by the Affiliate; and

3. expend funds for the establishment and operation of the Affiliate and for any expenses incidental to the conduct of the affairs of the Affiliate.

C. Reimbursement Practices

1. The Affiliate shall reimburse, either directly or through in-kind services, the cost of housing, personnel, which personnel shall remain public servants for all purposes, and other support furnished to the Affiliate by the University pursuant to La. R.S. 17:33900B(3).
2. Personnel hired directly by the Affiliate are not subject to paragraph II.C.1.

D. The Affiliate, in its sole discretion and without obtaining approval from the University, subject only to any specific direction or restrictions relating to any particular donation, may invest the donations as it deems appropriate, consistent with established investment criteria of the Affiliate and consistent with reasonable and prudent investment standards, further subject to state rules and regulations where applicable.

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

F. The Affiliate shall be responsible for establishing and implementing a system of controls which ensures compliance with all applicable laws and regulations specifically including state and federal laws regarding the non-profit, tax-exempt status of the entity.

III. Duties, functions, and responsibilities of the University include:

A. The University shall accept funds from the Affiliate for the purpose of promoting the well-being and advancement of the University and all the colleges, schools, departments, and divisions comprising it; and to develop, expand, and improve the University’s curricula, programs, and facilities so as to provide greater educational advantages and opportunities; encouraging 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.

B. The University shall use such funds in accordance with the terms and conditions as may be imposed by testators and donors, within the limits of the law.

IV. Services to be performed:

A. By the Affiliate:

1. The Affiliate agrees to perform services consistent with its mission generally and as specifically set forth in this Agreement.

2. If the University, at its sole discretion, delivers for deposit with the Affiliate matching funds which have been provided from the state
to the University, such funds will be managed in accordance with a Funds Management Agreement, attached hereto as “Attachment.” This Agreement shall be executed between the University and the Affiliate and shall be in accordance with policy established by the management boards of the University of Louisiana System and the Louisiana Board of Regents and with all applicable state laws and regulations.

B. By the University:

1. The University agrees to make available to the Affiliate, whenever feasible, facilities, personnel, or other support provided that the University is reimbursed directly or in kind for any costs associated with these items.

2. Also, the Affiliate may perform other services consistent with its overall purpose for the benefit of the University.

V. The books and records of the Affiliate shall be kept in accordance with generally accepted accounting principles and shall be audited annually in accordance with generally accepted auditing standards by an independent professional auditor who shall furnish to the University and the legislative auditor copies of his annual audit. Any audit findings, audit exceptions, or any misuse of funds shall be reported to the Board of Directors of the Affiliate who shall maintain a written policy regarding the handling and resolution of such occurrences. A copy of this policy shall be provided to the University. The Affiliate shall take appropriate corrective action to remedy such occurrences.

VI. Additionally, in the case that the Affiliate is acting as a depository for public funds, said funds shall be audited annually by an independent professional auditor in accordance with generally accepted auditing standards and other agreed upon procedures, if any, as required by the legislative auditor, the University of Louisiana System Board, and the Louisiana Board of Regents. The professional auditor shall furnish the University and the University of Louisiana System Board, as well as the legislative auditor and the Louisiana Board of Regents, if necessary, copies of his annual audit. All audit findings or exceptions involving public funds or the misuse of public funds shall be reported without delay to the University of Louisiana System Board for appropriate action with a copy to the chief financial officer of the University and to the Louisiana Board of Regent's chief financial officer. The Board may require specific corrective action as it deems necessary in order to protect the integrity of public funds held by the Affiliate. The Board may also demand the immediate withdrawal of some or all public funds on deposit with the Affiliate.

VII. Indemnification

A. Indemnification by the Affiliate
The Affiliate agrees to indemnify, save and hold harmless the University, as well as its Board of Supervisors of the University of Louisiana System, the Louisiana Board of Regents, and their respective officers, employees, and agents, against any and all claims, damages, liability whatsoever including costs, expenses and attorney’s fees incurred as a result of any act or omission by the Affiliate, or its officers, employees, or agents relating to the provisions of this Agreement.

B. Indemnification by the University

The University agrees to indemnify, save and hold harmless the Affiliate and its Board Members, officers, employees and agents, against any and all claims, damages and liability whatsoever including costs, expenses, and attorney’s fees incurred as a result of any act or omission by the University, its officers, employees, or agents relating to the provisions of this Agreement.

VIII. This agreement shall continue in effect until terminated by either party in accordance with the terms of this agreement or by the operation of law. If this agreement is terminated by the University or by operation of law, the agreement shall continue in full force and effect until receipt by the Affiliate of the notice of the occasion for such termination, and any transactions entered into by the Affiliate prior to the receipt of such notice shall be binding upon the University.

IX. Nothing in this Agreement shall be construed as to invalidate or restrict the Affiliate’s private and independent status.

X. The agreement shall remain in effect unless either party gives to the other party sixty (60) days written notice of its intent to terminate. Should any substantial misuse of funds or fraudulent activity on the part of the Affiliate be discovered, the University may, at its discretion, terminate this agreement. In such case, the Affiliate 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, and the general public that said Affiliate is affiliated with the University or any of the colleges, schools, departments, and divisions comprising it.

XI. 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:  Peter Fos, President
The University of New Orleans
2000 Lakeshore Drive
New Orleans, LA 70148
Affiliate: University of New Orleans International Alumni Association
2000 Lakeshore Drive
New Orleans, LA 70148

This agreement is not enabling, thus the Affiliate shall continue to engage in other activities not inconsistent with this agreement.

XII. This agreement constitutes the entire agreement between parties and shall be amended in writing, executed by all parties hereto.
IN WITNESS WHEREOF, the parties hereto have executed this agreement on
the date first above written.

WITNESSES:

THE UNIVERSITY OF NEW ORLEANS

By: ____________________________
Peter J. Fos

WITNESSES:

UNIVERSITY OF NEW ORLEANS
INTERNATIONAL ALUMNI ASSOCIATION

By: ____________________________
Pamela A. Meyer