

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

This Affiliation Agreement (Agreement), dated July 9, 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

