

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, _____ by and between [Insert University Name Here](#) (herein called “University”), represented by [Insert University President](#), and [Insert Non-Profit Org Name Here](#), a non-profit organization (herein called choose either “Affiliate” or “Facilities Corp.”), whose address is [Insert Address Here](#), herein represented by [Name of Representative](#);

WHEREAS, the [Non-Profit Nickname](#) renders invaluable support to and works closely with the University; and

WHEREAS, the [Non-Profit Nickname](#), uses the University’s name in carrying out its functions, and in some cases, uses University facilities and personnel, or resources in raising funds for and otherwise supporting the University and its programs; and

WHEREAS, because of the close association of this [Non-Profit Nickname](#) 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 [Non-Profit Nickname](#); and

WHEREAS, it is therefore, appropriate that the University and this [Non-Profit Nickname](#) document clearly the relationship between the University and the [Non-Profit Nickname](#) and their respective responsibilities and authority; and

WHEREAS, because this [Non-Profit Nickname](#) 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 [Non-Profit Nickname](#) agree to the standards and procedures for accounting for and auditing accounts of the [Non-Profit Nickname](#) while at the same time preserving the private and independent status of the [Non-Profit Nickname](#).

NOW, THEREFORE, the parties agree as follows:

- A. The purpose of the [Non-Profit Nickname](#) shall be to acquire, renovate, rehabilitate, repair, construct, develop, manage, lease as lessor or lessee, mortgage, and/or convey residential, classroom, administrative and other facilities on the campus of the University. In carrying out this objective and purpose, the [Non-Profit Nickname](#) shall have and enjoy every power and authority granted by the Louisiana Nonprofit Corporation Law.
- B. The [Non-Profit Nickname](#) shall have the following duties and responsibilities:
 - (1) 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 [Non-Profit Nickname](#) has been

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formed for non-profit activities and not for pecuniary profit or financial gain.

- (2) Provide support to the University. Therefore, the [Non-Profit Nickname](#) may not engage in activities contrary to this objective. In addition, the acts, deeds, functions, and activities of the [Non-Profit Nickname](#) shall in no way conflict with the authority of the University.
- (3) Expend funds for establishment and operation of the [Non-Profit Nickname](#) and for any expenses incidental to the conduct of the affairs of the [Non-Profit Nickname](#).
- (4) 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 [Non-Profit Nickname](#) by the University pursuant to La. R.S. 17:3390B(3).
- (5) Under no circumstances shall any of the net earnings or assets of the [Non-Profit Nickname](#) inure to or be distributed to the benefit of its directors, officers, or other private persons, except that the [Non-Profit Nickname](#) 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 [Non-Profit Nickname](#).
- (6) Establish and implement a system of controls that ensures compliance with all applicable laws and regulations, specifically state and federal laws regarding the non-profit, tax-exempt status of the entity.

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

- (1) The University shall accept assets from the [Non-Profit Nickname](#) 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; 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.
- (2) The University shall use such assets in accordance with the terms and conditions as may be imposed by the University, bond covenants, testators and donors, within the limits of the law.

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D. Services to be performed:

(1) By the [Non-Profit Nickname](#):

- (a) The [Non-Profit Nickname](#) agrees to perform services consistent with its mission generally and as specifically set forth in this Agreement.
- (b) May lease property from the University in accordance with La. R.S. 17:3361 for the advancement of the University's mission.
- (c) In addition, the [Non-Profit Nickname](#) may perform other services consistent with its overall purpose for the benefit of the University.

(2) By the University:

- (a) The University agrees to make available to the [Non-Profit Nickname](#), whenever feasible, facilities, personnel, or other support provided that the University is reimbursed directly or in kind for any costs associated with these items.

E. The books and records of the [Non-Profit Nickname](#) 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 the annual audit. All audit findings, audit exceptions, or any misuse of funds shall be reported to the Board of Directors of the [Non-Profit Nickname](#), who shall maintain a written policy regarding the handling and resolution of such occurrences. A copy of the resolution of the problem shall be provided to the Board of Supervisors for the University of Louisiana System. The [Non-Profit Nickname](#) shall take appropriate corrective action to remedy such occurrences. The [Non-Profit Nickname](#) must submit audited financial statements and management letter to the University within 120 days of its year-end.

F. In the case that the [Non-Profit Nickname](#) 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 Board of Supervisors, and the Board of Regents. The professional auditor shall furnish the University and the Board of Supervisors, as well as the legislative auditor and the Board of Regents, if necessary, copies of the annual audit. All audit findings or exceptions involving public funds or the misuse of public funds, shall be reported without delay to the Board of Supervisors for appropriate action, with a copy to the President of the University, and to the [Applicable](#) Parish District Attorney's Office. The Board of Supervisors may require specific corrective action as it deems necessary in order to protect the integrity of public funds held by the [Non-Profit Nickname](#). The Board may

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also demand the immediate withdrawal of some or all public funds on deposit with the [Non-Profit Nickname](#).

- G. Either party may, upon 90 days prior written notice to the other, terminate this agreement. Notwithstanding the foregoing, either party may terminate the 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.
- H. Should any substantial misuse of funds or fraudulent activity on the part of the [Non-Profit Nickname](#) be discovered, the University may at its discretion, terminate this Agreement. In such case, the [Non-Profit Nickname](#) shall be prohibited from using the University's name to solicit donations, enter into any real estate transaction, or used for any other purpose and shall not in any way represent to alumni, contributors, and the general public that the [Non-Profit Nickname](#) is affiliated with the University or any of the colleges, schools, departments, and divisions comprising it.
- I. If this Agreement is terminated by the University or by operation of law, any transactions entered into by the [Non-Profit Nickname](#) prior to the receipt of such notice shall be binding upon the University. Should the [Non-Profit Nickname](#) choose to terminate this agreement, the university may require the [Non-Profit Nickname](#) to pay debt it holds on behalf of the [Non-Profit Nickname](#) in like manner.
- J. Nothing in the Agreement shall be construed as to invalidate or restrict the [Non-Profit Nickname](#)'s private and independent status.
- K. The initial term of this Agreement shall be from [date](#) to [date](#). Thereafter, this Agreement shall be subject to annual review and approval by the president of the university, who shall make known any objections or recommended changes no later than 30 days prior to the current expiration date. Under such given notice, the Agreement will continue on a month-to-month basis until accord is reached by the parties or the Agreement is terminated as provided herein. If no changes are recommended, the terms of this Agreement shall be extended automatically without further action by the parties for the ensuing 12-month period.
- L. Should the [Non-Profit Nickname](#) cease to exist, fail to maintain an affiliation agreement with the University, or the affiliation agreement is terminated by either party, all Affiliate funds shall become the property of the University or other University affiliated organizations approved by the University in accordance with donor intent.

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M. 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: University Name
Office of the President
Address
City, State, Zip Code

Non-Profit Nickname: Non-Profit Full Name
Non-Profit Address
Non-Profit City, State, Zip Code

N. This Agreement constitutes the entire Agreement between the 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:

By: _____
President
University Name

WITNESSES:

By: _____
President or the like
Non-Profit Full Name