

**AFFILIATION AGREEMENT
BETWEEN
THE UNIVERSITY OF MARYLAND COLLEGE PARK FOUNDATION
AND
THE UNIVERSITY OF MARYLAND COLLEGE PARK**

This Affiliation Agreement entered into this first day of July 1, 2017, by and between the University of Maryland College Park Foundation, Inc., a Maryland non-stock corporation (the Foundation) and the University of Maryland College Park (the University), an agency and instrumentality of the State of Maryland and a constituent institution of the University System of Maryland (the System).

WITNESSETH

Whereas, the University is a constituent institution of the System: and,

Whereas, the Foundation's purposes are to receive, hold, invest, manage, use, dispose of, and administer property and assets for the benefit of the University or for the educational support activities that may be conducted by the University: and,

Whereas, the University welcomes the support to be received from the Foundation and wishes to facilitate that support, to the extent possible; and

Whereas, the parties wish to enter into this Affiliation Agreement for the purpose of establishing an arm's length relationship setting forth the services and facilities to be provided by each to the other and related financial commitments to one another;

NOW, THEREFORE, in consideration of the agreements herein set forth, the parties agree as follows:

1. Term. This Affiliation Agreement shall commence on July 1, 2017 and terminate on June 30, 2018.
2. Foundation Services and Support for the University.

(a) The Foundation will receive, hold, invest, manage, use, dispose of, and administer property and assets for the benefit of the University for the educational support activities that may be conducted by the University. The Foundation will solicit and accept gifts in accordance with the System Policy on Private Fund Raising and Stewardship. All gifts, donations, bequests, private endowments, and private grants will be used in accordance with the wishes of the donors.

(b) The Foundation will provide fund raising management, account management, and public relations development services to the University. As agreed between the Foundation and the University System of Maryland Foundation, Inc. (the USMF), some services may be provided by the USMF on behalf of the Foundation.

(c) The Foundation anticipates spending at least Sixty Million Dollars (\$60,000,000) to support or for the benefit of the University during FY 2018, provided, however, that the exact amount will depend on the amount of funds raised and the earnings generated from endowment and other funds held by the Foundation or held for its account by the USMF. The transfer of funds from the Foundation to the University will be based on actual expenditures the University makes on behalf of the Foundation. All required transfers will be completed by July 31, 2018. The Foundation shall provide the President with all required reports as detailed in the Board of Regents Policy on Affiliated Foundations (Policy IX-2.00).

(d) The Foundation affirms that it shall not engage in activities that conflict with Federal or Maryland laws, nor in activities which conflict with the role and mission of the University. The Vice President for University Relations shall determine questions pertaining to said role and mission.

3. University Services and Support for the Foundation.

(a) The University will provide sufficient space for the Foundation to conduct its affairs. In addition, the University will make available to the Foundation any of the personal property which belongs to the University, including data processing equipment, computers, typewriters, copy machines, telephones, filing cabinets, desks, chairs, and tables. In addition, the University will assure that the Foundation space is supplied with electricity, heat, air-conditioning, and any and all other utility services necessary for the occupancy and use of the Foundation space.

(b) In addition, the University has allocated resources in its annual operating budget for the University to support development activities benefiting the University through the Foundation. For FY 2018 those resources will have a value of approximately Nine Hundred Thousand Dollars (\$900,000). In addition, non-staff support (e.g., space, facilities, etc.) of the Foundation in FY 2018 will have a value of approximately One Hundred Thirty Thousand Dollars (\$130,000). Thus, the total University support for the Foundation for FY 2018 will have an approximate value of One Million Thirty Thousand Dollars (\$1,030,000).

(c) The Foundation agrees that the System and its employees shall not be liable for loss or damage to the Foundation's property or injury to Foundation employees on System property.

(d) The President hereby approves the following employees as officers of the foundation:

Barbara Quinn – Interim President
Veronica Meinhard – Interim Vice President & Secretary
Michael King – Vice President, CFO & Treasurer
David Silver – Assistant Treasurer/CFO

4. University Name and Marks.

During the term of this Affiliation Agreement, the University grants the Foundation a non-exclusive, royalty-free license to use the University's name(s), emblems, logos, trademarks and service marks to which the University has a legal right (collectively, the Marks). This license is subject to the following conditions and limitations:

(a) The Foundation may grant non-exclusive sublicenses for the Marks for fund raising purposes with the prior written approval of the University. The Foundation may retain all royalties derived from sublicensing the Marks. Except with its express advance written approval:

I. The University will not be made a party and will not be required to perform services or obligate University property under a Foundation sublicense agreement.

ii. The term of any sublicense shall not be for a period exceeding the term of this Affiliation Agreement, which limitation will be made a part of each sublicense.

All sublicense agreements shall be made available for review by the University.

(b) This license shall be terminated if the Foundation shall fail to act in compliance with this Affiliation Agreement or with System policies on affiliated foundations, provided, however, that any such termination shall not affect a binding sublicense the Foundation has entered into with another entity until that sublicense has expired or otherwise terminated in accordance with the provisions thereof.

(c) The Foundation acknowledges that the University has heretofore made, and may during the term of this Affiliation Agreement enter into additional license arrangements

with third parties for use of its Marks, including exclusive license arrangements for limited purposes. The Foundation's use or sublicense of the Marks shall not infringe on these University license arrangements.

5. Contracts, Leases, Agreements, Sublicenses.

Any proposed contract, lease, agreement, license or other legal document to be entered into by the Foundation with the University or a third party that contemplates the use of University facilities, property, services or resources, or for the delivery thereof to any component part of the University, will be made available to the Office of the Executive Assistant to the President for Legal Affairs for review prior to execution.

6. Foundation as Independent Entity.

The parties acknowledge that the Foundation is an independent legal entity and that it shall remain solely under the direction and control of its Board of Trustees. As such, the Foundation shall maintain an identity separate from that of the University while working to serve the interests of the University. In negotiations and transactions, the Foundation will take care to ensure that all persons involved are aware that the Foundation is separate from the System and University. The obligations of the Foundation shall not be obligations of the University, the System or the State of Maryland.

7. Board of Regents Policy on Affiliated Foundations.

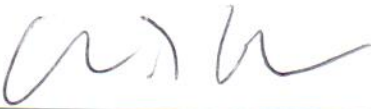
(a) The Foundation, while a private corporation, shall nevertheless respect and operate in accordance with the Board of Regents of the University System of Maryland Policy on Affiliated Foundations (BOR Policy IX-2.00) and university policies, guidelines and requests as they now exist or as they may be from time-to-time amended or promulgated. BOR Policy IX-2.00 is attached and is incorporated herein by reference.

(b) In accordance with BOR Policy IX-2.00 (b), the President of the University is the Responsible Official with primary responsibility for relations with the Foundation and for ensuring compliance with System policies and this Affiliation Agreement.

IN WITNESS WHEREOF, the parties have caused this Affiliation Agreement to be executed by their duly authorized representatives.


Affiliation Agreement
July 1, 2017
Page Five

UNIVERSITY OF MARYLAND, COLLEGE PARK

By: 

Dr. Wallace D. Loh
President

THE UNIVERSITY OF MARYLAND COLLEGE PARK FOUNDATION, INC.

By: 

Barbara Quinn
Interim President