

**BOARD OF REGENTS OF THE UNIVERSITY SYSTEM OF GEORGIA
COOPERATIVE ORGANIZATION GUIDING PRINCIPLE MEMORANDUM OF UNDERSTANDING**

This agreement is entered into this 1st day of July, 2019 by and between University of North Georgia, hereinafter referred to as "the Institution," and University of North Georgia Foundation, Inc., hereinafter referred to as "the Cooperative Organization," a non-profit tax-exempt corporation organized under the laws of the state of Georgia and Section 501(c)(3) of the Internal Revenue Code, as amended.

WITNESSETH:

WHEREAS, the purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation, cooperation and working relationship, inclusive of anticipated future arrangements and agreements in furtherance thereof; and

WHEREAS, (*the Institution*) is a unit of higher learning of the University System of Georgia; and

WHEREAS, the Cooperative Organization is a legal entity separate from the Institution that was formally designated as a cooperative organization by the president of the Institution who has determined it to be in the best interest of the Institution to do so; and

WHEREAS, the Cooperative Organization is empowered to create certain limited liability corporations for the purpose of facilitating the development of projects designed to benefit the University System of Georgia; and

WHEREAS, certain limited liability corporations are subject to certain Internal Revenue Code regulations governing the issuance of tax-exempt debt and subsequent use of assets financed by tax-exempt debt; and

WHEREAS, the Cooperative Organization was created for the express purpose of serving the interests of the Institution in carrying out its programs, activities and services and is authorized by the Institution to engage in activities programs and services including soliciting gifts, donations and grants for the purpose of supporting and enhancing Institution programs and the Cooperative Organization shall not engage in activities, programs and services that are in conflict with or inconsistent with the policies, mission and goals of the Board of Regents, the Institution or the cooperative organization.


NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and for good and other valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Cooperative Organization and the Institution do hereby agree as follows:

1. The Cooperative Organization agrees to abide by the Board of Regents policy section 6.17 Cooperative Organizations and the University System of Georgia Guiding Principles for Cooperative Organizations, which are attached hereto as Exhibits A and B and incorporated herein.
2. Neither the Cooperative Organization nor the Institution shall have any liability for the obligations, acts or omissions of the other party. The Cooperative Organization shall not accept any gift, donation or grant, or enter into any transaction that creates any liability for the Institution, without advance written approval by the President.
3. The Institution shall make available to the Cooperative Organization its facilities, programs and services, subject to any established policies or procedures applicable to such facilities, programs, activities and services. There shall be separate agreements between the Institution and the Cooperative Organization concerning the use of each party's respective facilities by the other, and the programs, activities and services to be provided by each party to the other.
4. The Cooperative Organization may receive various administrative services from the Institution, which may enable it to provide a greater level of support to the Institution. If the Institution incurs expenses as a result of the Cooperative Organization's operations, then the Cooperative Organization shall reimburse the Institution for those expenses. This reimbursement shall not be required if the Institution would be conducting those operations and bearing the expense in the absence of the Cooperative Organization.
5. The Cooperative Organization shall cooperate with the Institution in the development of pre- and post-issuance compliance procedures to obtain and preserve the tax-exempt status of any public-private venture (PPV) debt.
6. The Cooperative Organization shall use generally accepted accounting principles in its financial record keeping and reporting. The Cooperative Organization will provide, or cause to be provided, audited financial data in conformance with the reporting requirements of the State of Georgia. This data will be provided in a timely manner so that the reporting requirements of the State can be met. The Cooperative Organization shall present annually to the President the annual independent audit report of the Cooperative Organization. The audit report shall include financial statements, a management letter and an audit opinion, which addresses the conformance of the operating procedures of the Cooperative Organization to the provisions of this agreement and Board of Regents cooperative organization policy.
7. The Cooperative Organization shall be entitled to use the name, symbols and trademarks of the Institution during the term of this Agreement. Upon termination of this Agreement, the Cooperative Organization shall be prohibited from using the name, symbols or trademarks of the Institution.

8. The Cooperative Organization shall clearly and conspicuously disclose that funds or other items of value donated are to be provided to the Cooperative Organization as distinct from the Institution and shall establish a procedure to ensure that funds and other items of value donated to the Institution are properly deposited in Institution accounts or transferred properly.

9. This agreement has a term of five (5) years. It may be terminated by either party upon 90 days written notice. If terminated, paragraph 11 of the Guiding Principles shall survive such termination. This agreement may be amended by mutual consent from time to time at the request of either party. All amendments must be in writing and executed by the parties. The Cooperative Organization agrees to and shall transfer requested records to the Institution and assist, as needed with any transition requirements, in the event the MOU is terminated.

IN WITNESS WHEREOF, the President of the Institution and the Chairperson/President of the Board of Trustees/Directors of the Cooperative Organization by their signatures do hereby put this agreement in force.



President For: University of North Georgia 7/1/19
Date

Bonita C. Jacobs



Chair For: University of North Georgia Foundation, Inc. 7/1/19
Date

James A. Faulkner