MEMORANDUM OF UNDERSTANDING
between
UWG Athletic Foundation, Inc.
and
UNIVERSITY OF WEST GEORGIA FOUNDATION, INC.

WHEREAS, UNIVERSITY OF WEST GEORGIA FOUNDATION, INC. ("UWG Foundation") is a 501(c)(3) non-profit Georgia corporation;

WHEREAS, UWG ATHLETIC FOUNDATION, INC. dba the "Wolves Club" is a non-profit Georgia corporation, which is applying for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code;

WHEREAS, the UWG Foundation and UWG Athletic Foundation, Inc. were created for the express purpose of serving the interests of the University of West Georgia (the "University");

WHEREAS, UWG Athletic Foundation, Inc. has requested that the UWG Foundation provide certain services to benefit their organization;

WHEREAS, UWG Athletic Foundation, Inc. has requested UWG Foundation to be a fiscal agent for the duration of this MOU for specific funds donated to the UWG Athletic Foundation, Inc. by individuals or other sources;

WHEREAS, "fiscal agent" is defined as the provision of custodial account, fiscal, and record keeping services under the auspices of UWG Foundation's federal non-profit status;

WHEREAS, "custodial funds" are defined as those donated or grant originated funds provided to UWG Athletic Foundation, Inc., in accordance with all applicable laws and regulations that are deposited in a UWG Athletic Foundation, Inc. bank account;

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 UWG Foundation and the UWG Athletic Foundation, Inc. do hereby agree as follows:

1. UWG Foundation shall provide the following services to UWG Athletic Foundation, Inc.:
   a. Provide temporary use of UWG Foundation's tax exempt status until the UWG Athletic Foundation, Inc. receives a determination letter from the IRS granting its tax-exempt status.
   b. Provide custodial funds specified above allocated to UWG Athletic Foundation, Inc. and deposited in a UWG Athletic Foundation, Inc. account.
   c. Release or expend said custodial funds as appropriately directed by UWG Athletic Foundation, Inc.
d. UWG Foundation will not release said custodial funds without prior written authorization from UWG Athletic Foundation, Inc. However, UWG Foundation specifically reserves the right to refuse to release or expend any funds within its custodial account should the requested expenditure be illegal or jeopardize the 501(c)(3) status of UWG Foundation.

e. Conduct all required reporting in a timely manner;

f. Provide bookkeeping services to UWG Athletic Foundation, Inc. Said services will include:

1. the production of a year-end and quarterly financial reports,
2. maintenance of a general ledger,
3. processing and depositing of cash receipts,
4. any necessary cash disbursements,
5. adherence to reporting requirements relating to custodial funds.

g. Provide gift receipts to donors.

2. UWG Athletic Foundation, Inc. shall:

a. Fully adhere to and comply with all applicable fundraising laws and regulations, and be subject to the financial management policies of UWG Foundation, as amended from time to time.

b. Fully adhere to and comply with all contractual agreements or obligations entered into by UWG Athletic Foundation, Inc. that regard any, or all funds, in the custodial account, and make UWG Foundation immediately aware of any such contractual agreements or obligations.

c. Conduct all reporting as required by third party sources and UWG Foundation in a timely manner, including the filing of IRS Form 990 if at any point in the duration of this agreement UWG Athletic Foundation, Inc.'s revenues exceed the gross receipts test identified in the Internal Revenue Code.

d. Identify individuals responsible for authorizing all expenditures from the UWG Athletic Foundation, Inc.'s custodial account, via an authorized Check Request Form provided by UWG Foundation and in accordance with any other procedures developed by UWG Foundation. The following officers shall be authorized to make such requests: Executive Director, President, Vice President, Secretary and Treasurer. All Check Request Forms and all checks must be signed by two authorized individuals.

e. Pay UWG Foundation in accordance with the Fee Statement attached hereto and made a part of as Schedule A.

f. Hold harmless UWG Foundation, its trustees, officers and staff against all judgments, fines, and amounts paid in connection with any claim asserted against a trustee, officer or staff member of UWG Foundation who has acted reasonably and in good faith in carrying out the responsibilities stated or otherwise implied in this MOU.

g. Conduct management of all programs and services associated with its operations, including selection and monitoring of consultants, and agree that these activities are the sole responsibility of UWG Athletic Foundation, Inc.

3. UWG Athletic Foundation, Inc. is an independent organization whose decisions, actions, and activities or that of its representatives do not necessarily represent the decisions, actions or positions of the Board of Trustees or staff of UWG Foundation. Similarly, the
decisions, actions of the Board of Trustees or staff of UWG Foundation or its representatives do not necessarily reflect those of UWG Athletic Foundation, Inc.

4. The term of this MOU shall begin on May 1, 2013 on continue until December 31, 2013. Either party may terminate this MOU upon ______ days advance written notice.

Executed by the duly authorized officers of the undersigned.

UWG ATHLETIC FOUNDATION, INC.

By: [Signature]  May 31, 2013
Name: Karen Clevenger
Title: President

UNIVERSITY OF WEST GEORGIA FOUNDATION, INC.

By: [Signature]  May 31, 2013

SCHEDULE B

FEES

UWG Athletic Foundation, Inc. shall pay UWG Foundation an amount equal to 1.3% of the highest balance of the operating account owned by UWG Athletic Foundation, Inc. and managed by the UWG Foundation during the then current term of this MOU.

Said amount shall be determined at the end of the then current term, and paid within ____ days after an invoice is issued to UWG Athletic Foundation, Inc.
This agreement is entered into the 5th day of June, 2013, by and between University of West Georgia hereinafter referred to as the Institution and the UWG Athletic Foundation, Inc., hereinafter referred to as "the Cooperative Organization", a non-profit corporation organized under the laws of the state of Georgia, which has applied for tax-exempt status under Section 501 (c)(3) of the Internal Revenue Code, as amended.

WHEREAS, the purpose of the 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, University of West Georgia 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 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 12.5 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, grant or enter into any transaction that creates any liability for the Institution without advance written approval to 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 by 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 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 the Board of Regents cooperative organization policy.

6. 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.

7. 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.

8. 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 Memorandum of Understanding is terminated.

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

President for University of West Georgia

Date

President for UWG Athletic Foundation, Inc.

Date