

Carroll County, Georgia

AGREEMENT

This Agreement is made and entered into this first day of July 2017, between the University of West Georgia Athletic Foundation, Inc. (the Foundation), and the University of West Georgia (the University), a unit of the University System of Georgia.

The purpose of this Agreement is to describe each party's responsibilities so that it is clear to the third parties dealing with the Foundation that:

- 1) the Foundation is a legal entity separate from the University and the Board of Regents of the University System of Georgia, and
- 2) the actions of University officials, faculty, staff, or employees pursuant to the relationship are consistent with policies established by the Board of Regents and the University regarding conflicts of interest and outside activities.

WHEREAS, the Foundation was established and incorporated in 2013 to seek private support for the Athletic Department of the University of West Georgia to carry out its educational mission with excellence; and

WHEREAS, the University will receive significant financial benefit as a result of the Foundation's activities; and

WHEREAS, in anticipation of an even more fruitful future relationship, the Foundation and the University desire to enter into an agreement that will enhance both parties' ability to work together to expend athletic opportunities in west Georgia; and

WHEREAS, this Agreement is intended to comply with the Board of Regents' policy on cooperative organizations for the University System of Georgia;

NOW, THEREFORE, the Foundation and the University do hereby agree as follows:

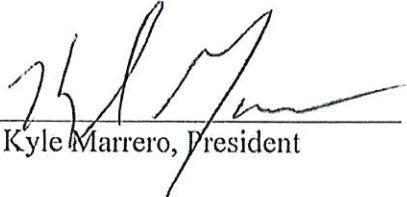
1. That the Foundation is a "cooperative organization" as defined by Board of Regents of the University System of Georgia policy, and that it is in the best interest of the University to maintain a working relationship with the Foundation.
2. That the Foundation's "Articles of Incorporation" shall provide that in the event of dissolution, the assets of the Foundation after the payment of all liabilities, are to be distributed to the University.

3. That the Foundation's bylaws shall designate the University President or his designee as an ex-officio member of the Board of Directors of the Foundation.
4. That the Foundation and the UWG Foundation are the only entities authorized by the University to solicit private gifts and grants on behalf of the University.
5. That the Foundation shall make available to the President of the University or his designee the audited financial statements of the Foundation annually, and shall permit the President or his designee to inspect the financial records of the Foundation.
6. That the University authorizes the Foundation to use the name and symbols of the University as the Foundation carries out activities designed to seek private gifts and grants to benefit the University. In so doing, the Foundation shall make clear to all parties with whom it deals that while its actions are in conformity with an agreement with the University, it is acting as a legal entity separate from the University.
7. That the Foundation shall consult with the President of the University annually, as the Foundation prepares its operating budget to satisfy the President that the Foundation is both adequately capitalized for the activities that it plans to carry out to benefit the University, and that the Foundation will provide for adequate insurance or self-insurance in form and in amounts sufficient to cover foreseeable liability arising from activities undertaken by the Foundation in the name of, for the benefit of, or in conjunction with, the University.
8. That the Foundation's annual operating budget shall provide for the administrative costs of the Foundation and shall provide support for all fund-raising activities jointly undertaken by the Foundation and the University.
9. That the University will provide space on its campus for the Foundation to conduct its activities, and, in consultation with the Foundation, shall permit University staff to be officers of the Foundation and to provide staff support for the Foundation's activities.
10. That under the Agreement, actions of the University's officials, faculty, staff, or employees will be consistent with policies established by the Board of Regents and the University regarding conflicts of interest, outside activities, and other matters.
11. That the Foundation shall conduct its fund raising activities consistent with the University's Development Policy, and that the Foundation will not accept gifts which involve future liability for the University without the advance written approval of the President of the University.


12. That the President of the Foundation's Board of Directors is authorized to execute this Agreement.
13. That under this Agreement, neither party will discriminate against any Foundation or University employee or applicant for employment, or against any applicant for enrollment for a course of study, or any University System of Georgia student, on the basis of race, national origin, religion, creed, gender, age, or handicap; provided with reasonable accommodation such handicap does not preclude such person's physical and mental ability to participate therein.
14. That both parties, by signatures executing this Agreement, certify that they are in compliance with the United States Drug-Free Workplace Act of 1988 and the Drug-Free Schools and Communities Act of 1989.
15. That the term of this Agreement shall be for a period of one-year beginning July 1, 2017 and ending June 30, 2018.
16. That this Agreement represents the sole and complete agreement between the parties hereto and may be amended, changed or modified by a written document signed by both parties, hereto.

In witness whereof, the President of the University and the President of the Foundation, by their signatures, do hereby put this Agreement in force this 1st day of July 2017.

**UNIVERSITY OF
WEST GEORGIA**




Dr. Kyle Marrero, President

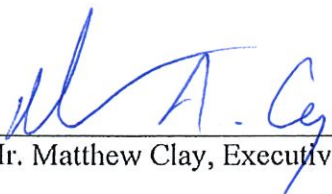


Mr. David J. Fraboni, II
VP, University Advancement

**UNIVERSITY OF WEST GEORGIA
ATHLETIC FOUNDATION, INC.**



Mr. Cade Parian, President



Mr. Matthew Clay, Executive Director