

**COOPERATION AND OPERATING AGREEMENT**  
**Between the**  
**UNIVERSITY OF ALASKA FAIRBANKS**  
**and the**  
**UNIVERSITY OF ALASKA FAIRBANKS ALUMNI ASSOCIATION**

This **COOPERATION AND OPERATING AGREEMENT** (“Agreement”) is entered into as of this 25th day of September, 2015, by and between the **UNIVERSITY OF ALASKA FAIRBANKS**, an institution of higher education in the state of Alaska (“the University”), and the **UNIVERSITY OF ALASKA FAIRBANKS ALUMNI ASSOCIATION** (“UAFAA”), an independent, Internal Revenue Code Section 501(c)(3) qualified, publicly supported charity governed by a volunteer, UAFAA member-elected board of directors. The University and UAFAA are referred to herein as the “Parties.”

**I. PURPOSE STATEMENT**

The Parties seek to reaffirm their long history of cooperative and collaborative efforts and to define exchange of assets and services between the Parties and their respective roles, rights and obligations. To promote the best interests of each of the Parties, the UAFAA and the University desire to continue working cooperatively and collaboratively to better serve current students, alumni, faculty, staff and friends of the University, to promote the liaison between the University, its graduates, former students, friends and family, and to increase and expand alumni relations activities.

The UAFAA has independent authority to separately engage in legislative advocacy. A corollary purpose of this Agreement is to ensure that the UAFAA can independently pursue such activities notwithstanding its cooperative relationship with the University.

UAFAA will be an advocate for the University; nevertheless, the University and UAFAA recognize the value inherent in different viewpoints of the Parties. UAFAA, as an independent organization, will be an advocate for UAF and will freely present differing opinions regarding the University as necessary. The Parties agree to meet regularly to discuss issues of common concern and to commit to a united and coordinated approach in addressing issues. Neither Party will represent its view as that of the other Party without prior authorization from the other Party.

**2. OVERALL RESPONSIBILITIES AND SERVICES**

**A.** UAFAA and UAF will cooperatively and collaboratively organize and promote programs, activities, and communications that support the University and its alumni.

**B.** The University and UAFAA will work together to support the success of both Parties' strategic plans and campaigns.

**C.** The University will appoint one person to serve as the UAFAA Executive Director and the UAF Director of Alumni Relations, and is referred to herein as the Director.

### **3. OVERVIEW OF UNIVERSITY OBLIGATIONS**

**A.** The University will ensure increased involvement of UAFAA on jointly selected University committees, councils and working groups and to maintain a high level of visibility and respectability.

**B.** The University, through the Director of Development and Alumni Relations, will keep UAFAA informed of issues of importance to the Parties. Similarly, UAFAA will communicate all issues of importance to the University, through the Director or other UAFAA officers.

**C.** The UAF Chancellor will be invited to meet formally with the Board of Directors of UAFAA at least once annually, and will make reasonable and appropriate efforts to do so. The UAF Chancellor will invite UAFAA representation on campus advisory committees and councils in which alumni engagement and feedback is important, i.e., the chancellor's Board of Advisors.

**D.** The UAFAA office will be located in 201 Constitution Hall on the UAF campus. The University may, in consultation with the UAFAA, make changes to the office or location in order to further the University's goals and objectives. The University will provide UAFAA written notice at least six months prior to any such change to the current space or location and agrees to consider any comments, suggestions, or objections by UAFAA to any such changes, and to make reasonable attempts to accommodate such comments, suggestions or objections. Additionally, in the event of UAFAA office relocation, UAF will provide UAFAA with comparable accommodations.

**E.** In consideration for the goods, services, and other items of value provided by UAFAA, the University shall provide certain goods and services to UAFAA, as more fully described in this Agreement. These include:

- An over-arching alumni relations program that will include the efforts and activities of UAFAA and its members;
- Technical, informational, and other support of efforts to maintain alumni data;
- Assistance of alumni relations staff to carry out programs of shared interest to the Parties;
- Equipment, supplies, communications and other support for its alumni relations program and the programs of shared interest to the Parties;
- Appropriate space and services in a University building;
- Extension of certain reasonable and appropriate benefits to UAFAA members;
- Invitation to participate on advisory committees and panels associated with publishing alumni news and information, e.g. the Aurora magazine for alumni and friends.

### **4. OVERVIEW OF UAFAA OBLIGATIONS**

In consideration for the goods, services, and other items of value provided by the University, the UAFAA shall provide certain goods and services to the University, as more fully described in this Agreement. These include:

- Funds and other financial support to the University and its alumni relations programs;
- An organizational structure, using clubs, affiliate groups, and special interest alumni groups to foster and maintain alumni relationships with the University;
- Worldwide and regional alumni-University outreach programs and functions;
- Access to alumni data collected by UAFAA;
- Sponsorship, co-sponsorship and/or collaboration on a variety of awards to alumni, friends of the University, and others, including the Distinguished Alumni Award; Alumni Achievement Awards (Business and Professional Excellence; University Support; Community Support); William R. Cashen Service Award; Lenhart J.H. Grothe Resources Award; and other alumni awards that may be developed in the future. Both parties agree to jointly assess and evaluate award processes and procedures and make recommendations as appropriate to avoid duplication with other awards on campus, and to maintain the honor and prestige of all awards.
- Sponsorship, co-sponsorship and/or collaboration on an annual alumni reunion event;
- Service as one of many liaisons between the University and its graduates, former students, and friends and family of the University;
- Communications to expand and enhance the University's visibility and to increase alumni awareness of and commitment to the University;
- Collaboration in publishing alumni news in, for example, the Aurora magazine or other publications; and
- Assistance in developing and implementing a variety of alumni engagement opportunities.
- UAFAA shall not be obligated to take any action that may compromise its corporate, charitable or tax-exempt status.

## **5. EXECUTIVE DIRECTOR AS UNIVERSITY EMPLOYEE**

**A.** The Director will collaborate and cooperate with the UAFAA Board of Directors on all matters arising out of UAFAA business or duties. The Director will report to the Director of the Office of Development and Alumni Relations, and is a university employee.

**B.** The UAFAA Board of Directors is a valued stakeholder for UAF and its alumni program. As such, the board president and two members of the board, or their designees, shall serve on search committees for the director in the event of a vacancy, along with other key stakeholders as determined by the Director of Development and Alumni Relations.

**C.** As important stakeholders, the UAFAA board may provide input on Scope of Work for the Director in the event of a position description update or rewrite.

**D.** The UAFAA Board of Directors will provide feedback to the University and the Director on the Director's annual performance.

**E.** The UAFAA Board is responsible for developing and implementing policies and bylaws that will facilitate the effective management of UAFAA.

**F.** The University shall employ Alumni Relations staff that will also directly assist the UAFAA in carrying out programs of shared interest to the Parties. As part of the annual budget process, the University shall inform the UAFAA of the number of employees available for such purposes and their general scope of work. The University shall also, in consultation with the UAFAA Board of Directors, designate a specific University employee to oversee University employees in supporting programs of the UAFAA and be available to act as UAFAA's executive director. The University reserves the right to make all decisions relating to the performance and continued employment of all University employees.

**G.** The University shall pay salary and applicable benefits for all University employees. UAFAA shall be responsible for reimbursement of an allocable share of travel expenses of University employees when supporting UAFAA activities. No University-provided funds will be used to pay for expenditures not in compliance with University standards. Any non-conforming expenditures will be paid by UAFAA from its own independent sources.

## **6. UAFAA EMPLOYEES AND CONTRACTORS**

Independent of University Alumni Relations staff support, UAFAA may directly hire one or more employees or independent contractors for UAFAA purposes.

## **7. FINANCIAL MATTERS / INSURANCE AND INDEMNIFICATION**

**A. UAFAA Revenue and Funds.** UAFAA shall, at all times, maintain and have exclusive control over all dues paid by members or on behalf of members, and other revenues received from other sources.

**B. Annual Strategic Plans.** The University and UAFAA will collaborate on annual strategic plans for alumni relations, including programs and events, of shared interest to the Parties.

**C. Access to Records and Reports.** UAFAA shall provide the University access to all of its books and records during business hours and upon reasonable notice for purposes of determining compliance with this Agreement and for audit purposes. UAFAA shall provide to the University: (a) annual audited financial statements prepared in accordance with generally accepted accounting principles as consistently applied to nonprofit corporations, fairly presenting the assets, liabilities, and operations of the UAFAA; and (b) an annual report of UAFAA's operations, in narrative form.

**D. Separate Accounts for Certain Purposes.** UAFAA will maintain separate financial accounts for purposes of isolating, tracking and paying for all UAFAA expenditures related to political activities and other activities that the University is prohibited from engaging in or that the University specifically requests to be tracked outside of the Association's general fund. No University employees shall be responsible for, have control of or handle funds in these accounts.

**E. Bookkeeping.** All financial bookkeeping for UAFAA will be maintained separately from that of the University.

**F. Insurance and Indemnification.** UAFAA shall at all times maintain general liability insurance coverage in a form, from carriers, and with limits negotiated with the University, to cover UAFAA with regard to its programs. The University shall be named as an additional insured on that general liability policy (ies), which shall also provide that the coverage is primary coverage and is not contributory with any other insurance or self-insurance programs.

UAFAA agrees to indemnify the University and its officers and employees, from any claim, filed against the University or its officers, agents, or employees, alleging damage or injury arising out of the acts and omissions of UAFAA; provided, however, that such provision shall not apply to the extent that damage or injury results from the fault of the University or its officers or employees. "Fault" as herein used shall have the same meaning as set forth in Alaska Statutes.

**G. Ownership and Use of Alumni Information.** As part of its normal operations, the University collects and maintains information, including names, addresses, and other contact information, on current students, former students, and graduates of the University. The University shall provide some or all of this information to UAFAA for its use in carrying out University purposes, but it may not be used for any activities that are prohibited to the University.

The University acknowledges that UAFAA owns the list of its members, including names, addresses, and other contact information, is entitled to use and control the use of that list, and that through its independent efforts will collect and maintain data for that list. If independently collected consistent with applicable law, kept segregated from University information, and stored on non-University owned equipment, such information shall remain the property of UAFAA, which, subject to applicable legal restrictions, may use it for its own purposes.

Subject to UAFAA's reasonable restrictions, the University shall have a right to a copy of alumni-related data owned by UAFAA. Similarly, subject to the University's reasonable restrictions, UAFAA shall have a right to a copy of alumni-related data owned by the university.

## **8. TRADEMARK, TRADE NAMES, SERVICE MARKS AND LOGOS**

The University will authorize UAFAA to use various names and marks of the University in ways that will communicate or promote University or UAFAA goals and objectives. Such usage must be consistent with University policies and procedures and will be done pursuant to license agreements between the Parties. The UAFAA registered logo will remain the property of UAFAA.

UAFAA shall own and shall have exclusive and permanent use of the trade name, "University of Alaska Fairbanks Alumni Association." UAFAA shall specifically have a non-exclusive license to the royalty-free use of the University's logo and slogans, and the name "University of Alaska Fairbanks" or "UAF" as an incorporated part of UAFAA's logo, subject to the terms outlined below.

The University shall further provide to UAFAA a non-exclusive license, during the term of this Agreement, to otherwise use and publish University trademarks, trade names, service marks and logos, according to the following terms:

**A. Scope of Use.** UAFAA has the non-exclusive, non-transferable royalty-free (except as noted below) right to use and publish University trademarks in connection with alumni activities, provided all such usage is in furtherance of establishing, maintaining and renewing relationships with UAFAA members, current students, graduates and friends of the University and is consistent with University



Trademarks and Licensing Policies and Procedures, which policies and procedures shall be determined solely by the University.

**B. Approval of Use of Licensed Marks.** To protect its valuable intangible property rights, the University's Trademarks and Licensing Office shall approve all uses of University trademarks. Approval may be given on either a case-by-case basis or a blank approval for ongoing use in a particular situation. UAFAA shall inform the University at least 30 days in advance of anticipated use and the context of such usage. If the University determines, at its sole discretion, that it is not in its best interest to allow such usage, it shall inform UAFAA at least 15 days prior to the use date. If the University does not take any steps to inform UAFAA that permission is denied, it shall be presumed that permission has been granted.

**C. Assignment of Marks.** The UAFAA may not assign trademark usage rights, or otherwise grant permission, to any other internal or external entity for commercial use (i.e. sponsorship purpose), or any purpose without prior review and approval by the University Trademarks and Licensing Office.

**D. Merchandising.** When University trademarks are used on merchandise, the following rules will apply:

- The manufacturer of the product must have a license with University for the use of University trademarks.
- Items distributed at no cost shall not be subject to royalties.
- Promotional items co-branded with a sponsor and distributed at University events will be subject to promotional licensing royalties on a case-by-case basis.
- Sales of all products, either by UAFAA directly or by a third party working with it, are subject to licensing royalties and guidelines as set by the University Trademarks and Licensing Office.
- Royalty revenue generated by merchandising specific to UAFAA activities, net of licensing expenses, will be returned directly to UAFAA.
- Upon termination of this Agreement, all UAFAA licenses to use University trademarks, trade names, service marks and logos shall cease.

## **9. DISPUTE RESOLUTION**

If for any reason, UAFAA and the University fail to agree to a joint resolution of a dispute, the Parties shall engage in the following dispute resolution procedures.

**A. Informal Discussion.** A representative from both the UAFAA and the University will discuss resolution of the matter informally and attempt to resolve the disagreement.

**B. Mediation.** If informal discussions have occurred and the matter is not resolved, either one of the Parties may cause the matter to be subject to a formal mediation process by delivery of written notice of mediation on the other Party. Once notice has been delivered mediation shall occur within 60 days. UAFAA's board President or other representative from the Board of Directors, and a

representative from the University, appointed by the Chancellor, shall jointly appoint a mutually agreeable and qualified mediator. The representatives from each Party shall have authority to settle the matter of behalf of each Party through the mediation process. Each Party shall engage in the mediation in good faith and make every attempt to resolve the matter at this stage. The costs of mediation, including the cost of the mediator shall be equally borne by the Parties. Each Party shall bear its own costs and expenses, including legal fees, in connection with the mediation.

**C. Arbitration.** If the matter is not settled through mediation, the Parties shall submit their dispute, through written statements, to a mutually-agreeable arbitrator for final resolution by delivery of written notice of arbitration on the other Party within 30 days after the conclusion of the mediation. Any hearing conducted in the arbitration must not exceed six hours regardless of the complexity of the matter or matters in dispute. No arbitration arising out of or relating to this Agreement shall include, by consolidation or joinder in any other manner, an additional person not a Party hereto, except by written consent signed by the Parties and any other person sought to be joined. The arbitration shall be final and binding (without appeal or review) in Fairbanks, Alaska. Any arbitration shall be conducted in Fairbanks in accordance with arbitration rules in effect as of the date of this Agreement, except to the extent modified herein, the award rendered by the arbitrator(s) shall be final and binding, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The arbitration process will be subject to expedited arbitration rendered within five business days of receipt of written notice of arbitration. Such arbitration will consider the disputed terms. Within five business days of receipt of notice, the parties shall submit their positions concerning the dispute to the arbitrator. At the request of the arbitrator or of a Party, the arbitrator will schedule a conference call of no more than one hour with the parties prior to issuing a decision. The arbitrator's fees shall be paid one-half by the University and one-half by UAFAA. Each Party shall bear its own costs and expenses, including legal fees and witness expenses in connection with the arbitration proceeding.

## **10. DURATION AND TERMINATION**

This Agreement shall remain in full force and effect so long as both parties mutually agree to all contents. Either party shall be entitled to terminate this Agreement at any time by written notice to the other party, except that termination shall not take effect until the later of the end of the fiscal year in which notice is given or 180 days from the date notice is given.

## **11. OFFICIAL REPRESENTATIVES**

All official notices or communications to the University pursuant to this Agreement shall be submitted to the following addresses or to such other address as the Parties may provide in writing:

Director of Development and Alumni Relations  
University of Alaska Fairbanks  
PO Box 757530  
Fairbanks, Alaska 99775-7530

All official notices or communications to UAFAA pursuant to this Agreement shall be submitted to the President of UAFAA:

President  
University of Alaska Fairbanks Alumni Association  
Board of Directors  
201 Constitution Hall  
Fairbanks, Alaska 99775

## 12. AMENDMENT

This Agreement may be amended by means of a written amendment signed by both the University and the UAFAA.

## 13. MISCELLANEOUS

**A. Attorney's Fees.** In the event of any litigation or other proceeding brought to enforce or interpret or otherwise arising out of this Agreement, the Parties shall bear their own attorney's fees.

**B. Entire Agreement.** This Agreement supersedes and replaces the Agreement dated June 9, 2005, and embodies and constitutes the entire understanding between the Parties hereto with respect to ongoing operations.


**C. Modification.** Neither this Agreement nor any provision may be waived, modified, discharged or terminated except to the extent provided herein or by an instrument in writing signed by the Party against which the enforcement of such waiver, modification, discharge or termination is sought.

**D. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska and University of Alaska Board of Regents' policy, with venue for any legal proceeding in Fairbanks, Alaska.

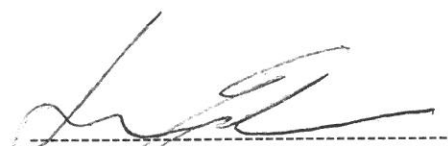
**E. Binding Effect.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective permitted successor and assigns. No Party shall be entitled to assign their interest in or rights under this Agreement without the prior written consent of both Parties hereto.

**F. Invalid Provision.** If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provisions had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement.

**DATED** this 25<sup>th</sup> day of September, 2015.



Mike Powers  
UAF Interim Chancellor



Sam Enoka  
UAFAA President