

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
TEXAS WOMAN'S UNIVERSITY  
AND  
THE TWU ALUMNI ASSOCIATION

THIS AGREEMENT, entered into as of this 19<sup>th</sup> day of August, 2016, by and between the Texas Woman's University (the "University") and the TWU Alumni Association (the "Association"). *Formerly known as the Former Students Association*

**Whereas**, the University is an institution of higher education established pursuant to the laws of the state of Texas and the University is engaged in comprehensive academic and research programs, and

**Whereas**, the University has an interest in maintaining a favorable relationship with its graduates, former students and friends of the University, and

**Whereas**, the Association, established in 1905 as the Alumnae Association of the College of Industrial Arts, incorporated in 1971 as the Alumnae Association of the Texas Woman's University, then changed its name from the National Alumnae Association to the Former Students Association in 2002, and in 2016 became the TWU Alumni Association, is a non-profit corporation, exempt from taxation under section §501(c)(3) of the Internal Revenue Code of 1986, as amended, and exists to promote the University, and

**Whereas**, the Association bylaws, which were revised and adopted on August 1, 2016, is organized to promote Texas Woman's University (TWU) and to serve a diverse alumni population by providing opportunities to current and former students and friends of the University for lifelong affiliation and volunteer partnership, and

**Whereas**, the University and the Association have a history of interaction and cooperation which have served the interests of the University, and

**Whereas**, the Association membership is open to all graduates, including those who have earned certificates from the University, and does not collect membership dues, and therefore desires to establish a formal, cooperative partnership to cultivate a community of loyal alumni and relationships between students past, present, and future, and

**Whereas**, the University is willing and able to provide services, staff and facilities to the Association to encourage growth and sustainability of its membership, as this relationship benefits not only the Association, but also the University.

**NOW THEREFORE**, be it resolved that the Board of Regents, who is legally responsible for the performance and oversight of all aspects of the University's operations, including the Division of University Advancement, and the Office of Alumni Relations, recognizes the TWU Alumni Association as an important partner to ensure integrated and consistent programming for those interested in supporting the University with their time, talent and treasure.

In consideration of the mutual commitments herein contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

**I. The University's obligations:**

**a. Resources and Support**

- In consideration of the Association's services, the University will provide in-kind support including eligibility to the Association to utilize University facilities, programs, and services, subject to availability and any established policy and/or procedure applicable to such facility, program, or services, and may include payment of fees and expenses, or both associated with such use.
- The University agrees to maintain copies of the plans, budgets, and donor and alumni records developed in connection with the performance of its obligations.
- The University agrees to provide fiscal and legal services to the Association in conjunction with activities associated with the Association's operations that occur within the business operations of the University.
- Nothing in this Agreement shall be construed to give the Association control of or authority over other affiliates supporting the University and its constituent units. The Association agrees to work cooperatively with such organizations to promote the interests of the University and its relationship with its alumni.
- The Director of Alumni Relations shall be included as a member of the Division of Advancement's senior administrative team.

**b. Names and Marks**

The Association, legally registered as the TWU Alumni Association with the state of Texas, may conduct business related to its mission on behalf of the University and is granted the use of the name, Texas Woman's University however, the Association will operate under its own logotype consistent with the brand, logotype and style guidelines established by the University in the promotion of its business and activities and shall not use the University seal without the express written approval of the University on a case by case basis.

**c. Programing**

- The University agrees to honor and facilitate the role of the Association in preserving the history and traditions of Texas Woman's University.

- The Chancellor and President shall have the overall responsibility for coordinating all University alumni engagement activities and has designated the Director of Alumni Relations to perform such duties and to serve as the Executive Director of the Association, who is responsible for communicating the University's priorities and long-term plans, as approved by the Board of Regents, to the Association.
- The Chancellor and President shall assume an active and prominent role in alumni activities including serving as co-host with the Association for special occasions and issuing formal acknowledgements of invitations to serve on the Alumni Association Board of Directors as enacted by the Association.
- The University agrees to include the Association as an active and prominent participant in strategic planning for the University.
- The University shall establish and enforce policies that support the Association's ability to respect the privacy and confidentiality of alumni and donor records.
- The University shall create an environment conducive to alumni engagement in support of the mission and priorities of the Texas Woman's University. The Association and University shall work together to assure (a) that no educational records protected by the Family Educational Records and Privacy Act or other applicable privacy laws are disclosed to the Association (except in circumstances in which the Association may be acting as an agent of the University); and (b) that no educational records protected by the Family Educational Records and Privacy Act or other applicable privacy laws are disclosed to third persons by the Association.
- The Director of Alumni Relations and members of the University Advancement staff will work in conjunction with the leadership of the Association Board and the University's leadership to identify, cultivate and engage alumni for purposes consistent with the Association's mission and goals.
- The Director of Alumni Relations shall relay information regarding alumni and donor activities to the Association to ensure that they may properly govern alumni programming and ensure cooperation.
- The University agrees to be responsible for programmatic support and resources for the operation of the Office of Alumni Relations, through budget allocations to the Division of Advancement. The amount and nature of such resources shall be determined annually, on a fiscal year basis, in connection with the program planning and budget processes of the University and the Association. Nothing in this Agreement shall be construed to give the Association any legal entitlement to any University funding, personnel or other resources in any particular fiscal year. All physical property provided by the University under this agreement, which is its property, shall remain such and shall not be deemed

sold, conveyed or transferred to the Association unless done pursuant to separate agreements.

- The University shall maintain a central alumni database, and agrees to provide access to the Association at no charge.

## **II. The Association's Obligations:**

### **a. Operations**

- The Association agrees to keep the alumni and its affiliate organizations informed of the progress of the University, especially in relation to the concerns, needs, goals, and interests of its students and graduates.
- The Association agrees to provide a forum for the exchange of information, ideas and resources in an effort to improve the status of alumni, students, faculty, and staff.
- The Association agrees to establish a formal mechanism for promoting camaraderie among alumni, students, faculty, staff and friends of the University.
- The Association agrees to administer its scholarship programs and develop activities that will support current and future students and their programs at the University.
- The Association agrees to distribute their designated gift funds in a legally responsible manner, in accordance with donor intent and in support of the mission and goals of the University.
- The Association agrees to be responsible for the performance and oversight of all aspects of its operations based on a comprehensive set of bylaws that clearly address the board's responsibilities, including the recommendation of new members and setting the expectations of individual board members based upon ethical guidelines and policies.
- The Association shall explore opportunities to engage alumni with the University.
- The Association will cultivate the spirit and loyalty of alumni to support major initiatives of the University including monetary support for student success, capital improvement, and legislative advocacy.

### **b. University Communication and Coordination**

- The Association and the University agree to work in a closely coordinated and cooperative manner to adopt and to pursue strategies designed to develop and promote contacts with current and former students, and to eliminate duplication of effort and expense in said activities.
- The Association in line with its purpose agrees to provide the organizational structure

to serve and to promote the mutual interests of the University and its alumni through and in collaboration with the Office of Alumni Relations.

- The Association agrees to promote a positive campus environment for students, faculty, and staff by increasing the visibility of alumni to create awareness of their contributions to the University and society in general.
- The Association agrees to maintain a collaborative relationship with the TWU Foundation and to operate within the guidelines established by the partnership agreement signed on April 12, 2016.

**c. Volunteer Management**

The Association agrees to create and maintain a pool of volunteers who can function as mentors/role models for students, as well as resources for faculty and staff.

**d. Financial Responsibility**

- The Association agrees to conduct itself in such manner to abide by state and federal laws, and University policies as to preserve the University's status under applicable laws and regulations.
- The Association agrees that the TWU Foundation and its business officers remains as the fiscal agents of all association funds and shall, within the next 18 months, discontinue all outside business operations including those of its affiliated organizations in an effort to limit the University's exposure to liability.
- The Association agrees to furnish to the University an annual report specifying how the Association resources were used, and the benefits (both financial and intangible) to the University therefrom including an overview of events and the bylaws of the Association.

**III. Terms of the Memorandum of Understanding (MOU)**

- This Memorandum of Understanding, made this 19 [day] of August [month], 2016 [year], by and between the Board of the Texas Woman's University and the TWU Alumni Association, is intended to set forth policies and procedures that will contribute to the coordination of their mutual activities.
- To ensure effective achievement of the items of the agreement, the University and the Association officers and board representatives shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communications and alignment of priorities.
- The term of this Agreement shall be for two years and shall automatically renew for additional one year terms. This agreement shall endure so long as both parties agree and may be modified and/or extend upon written consent of both parties.

- Either party may, upon 90 days prior written notice to the other, terminate this agreement. Notwithstanding the forgoing, either party may terminate this MOU in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written show cause notice. In the event the University withdraws its support, the Association's future obligations under the Agreement shall end concurrently.
- Notice: Any notice that may be contemplated hereunder shall be in writing and shall be deemed to be duly given when personally delivered or when deposited in the United States Mail, by certified or registered mail, postage prepaid, at the respective addresses of the Association and University as set forth below, or to such other address as either party shall designate by written notice to the other.

As to the University:

Chancellor and President  
Texas Woman's University  
P.O. Box 425587  
Denton, Texas 76204


As to the TWU Alumni  
Association:

President  
TWU Alumni Association  
P.O. Box 425618  
Denton, Texas 76204

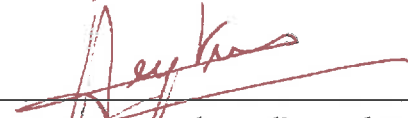
*Note: Copies may also be submitted to above recipients at his/her personal residential address on file.*

- This Agreement supersedes all prior written or oral agreements relating to the subject matter and may not be altered or amended except in writing executed by both parties.
- This contract is made under and shall be interpreted according to Texas law.
- If any provision of, or any covenant, obligation or agreement contained in, this agreement is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained in this contract. The invalidity or unenforceability of any provision, covenant, obligation, or agreement shall not affect any valid or enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

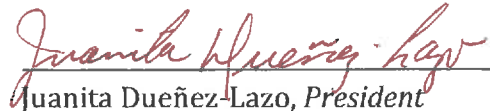
IN WITNESS WHEREOF, the parties have caused this Memorandum of Understanding to be executed by their duly authorized officers as of the day and date first above written.

  
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Mary Pincoffs Wilson, *Chair/Presiding Officer*  
Board Regents, Texas Woman's University


Date: 8/19/16

  
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Carine M. Feyten, *Chancellor and President*  
Texas Woman's University

Date: 8/19/16

  
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Juanita Dueñez-Lazo, *President*  
TWU Alumni Association

Date: 8-19-16

  
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Anne Scott, *Director of Alumni Relations*  
Texas Woman's University Advancement

Date: 8-19-2016