

THIS AGREEMENT dated the day of May, A.D. 2001

BETWEEN:

BRANDON UNIVERSITY
(hereinafter called the "University")

- and -

BRANDON UNIVERSITY FOUNDATION
(hereinafter called the "Foundation")

- and -

BRANDON UNIVERSITY ALUMNI ASSOCIATION
(hereinafter called the "Alumni Association")

P R E A M B L E

WHEREAS the parties accept that this agreement is necessary to delineate the areas of responsibility of each party in promoting efficient and harmonious advancement activities and fund management;

AND WHEREAS Brandon University is a creation of the Legislature of Manitoba under *The Brandon University Act* (University Act.) The purposes and objects of the University are (a) the advancement of learning and the creation, preservation and dissemination of knowledge; and (b) the intellectual, social, ethical and physical development and improvement of its students and employees and of society;

AND WHEREAS the Foundation is a creation of the Legislature of Manitoba under *The Brandon University Foundation Incorporation Act* (Foundation Act.) The purposes of the Foundation are to promote the advancement of higher education at Brandon University and to improve the quality of its facilities and activities;

AND WHEREAS the Alumni Association is dedicated to building and serving the community of present and future alumni by celebrating traditions of, inspiring pride in, and enhancing student life at Brandon University;

AND WHEREAS it is agreed that the parties will operate under the *Ethical Fundraising and Financial Accountability Code* developed by the Canadian Centre for Philanthropy;

NOW THEREFORE in consideration of the premises and mutual covenants, terms and conditions herein contained, the parties hereto agree as follows.

AGREEMENT

1. Preamble

The preamble of this agreement forms an integral part hereof.

2. Mutual Responsibilities

It is agreed that the parties will meet on a regular basis to develop matters of mutual interest.

3. Individual Responsibilities of the Parties

It is agreed that, to promote efficient and centralized advancement activities and fund management, the parties shall have the following responsibilities and participation:

a) University

- i) shall exercise administrative and budget control over the Office of Development and Alumni Relations;
- ii) shall, through Development and Alumni Relations, provide the necessary administrative support and services to the Alumni Association and the Foundation;
- iii) shall give prior approval to all fund-raising campaigns and/or major fund-raising initiatives;
- iv) shall have the sole authority to determine procedures and decisions relating to the acceptance and allocation of all funds collected on its behalf subject to restrictions placed on those funds by the donors thereof, and subject to any exceptions contained herein;
- v) shall be the exclusive recipient of funds collected by the Foundation, subject to any exceptions contained herein;
- vi) shall be responsible for coordinating donor solicitations.

b) Foundation

- i) shall manage all fund-raising campaigns and/or initiatives;
- ii) shall be responsible, through Development and Alumni Relations, for all tax receipting and the management and trusteeship of all monies raised through fund-raising or held in trust for the benefit of the University, its students, and its alumni;
- iii) shall disburse funds only to the University in the following manner:

- A The Foundation may retain control of the funds for up to one (1) year upon receipt of the gift (where the nature of the donation and the source allows such a process to be implemented); after which time, the Foundation shall transfer the original funds to the designated beneficiary for the purpose agreed upon with the donor.
 - B The annual rate of cash disbursement from endowed funds shall be determined by the Board of Governors of the University upon the recommendation of the Foundation.
 - C All cash disbursements from endowed funds shall be disbursed semi-annually on the 30th day of June and the 31st day of December of each year.
 - D All other funds shall be disbursed as required for payment of University obligations as determined by the University.
- iv) shall act in an advisory and supportive capacity to Development and Alumni Relations.
- c) Alumni Association
- i) shall be responsible, as the official representative of the alumni of the University, for maintaining and developing friendship ties with all categories of alumni;
 - ii) shall remain autonomous of the other parties and remain governed by its own constitution;
 - iii) shall act in an advisory and supportive capacity to Development and Alumni Relations;

4. Wishes of the Donors

It is agreed by all parties that all funds received by way of donation shall be administered in accordance with the wishes of the original donor so long as it is not in contravention of University policy.

5. Central Investment Pool

a) It is agreed by all the parties that all existing and future funds of the parties received by way of donation (including scholarships) shall be placed into a fund known as the Central Investment Pool (CIP) for fund management purposes.

b) It is agreed that the CIP will be overseen by a sub-committee of the Foundation to be known as the Investment Committee. It will consist of:

- i) Treasurer of the Board of Governors of the University;
- ii) Treasurer of the Foundation;

- iii) Representative of the Alumni Association;
- iv) One Senate representative of the Board of Governors of the University.

The Vice-President (Administration and Finance) of the University, the Director of Development and Alumni Relations and the Alumni Officer will be available as resource persons.

- c) The CIP shall be managed in a manner consistent with the Foundation Act, and in accordance with the terms of the Investment Policy Statement of the Foundation as amended from time to time.

6. General Endowment Trust Reserve

- a) A fund shall be established known as the General Endowment Trust Reserve (GETR) which shall continue to receive all of the funds collected from the following sources:

- i) All income generated from unendowed gifts awaiting disbursement;
- ii) All income generated from the capital in the fund;
- iii) Designated donations to the fund.

- b) The purpose of the GETR shall be:

- i) to fund the expenses of the Foundation;
- ii) to fund the operations of Development and Alumni Relations;
- iii) to fund other requirements, at the discretion of the Foundation.

- c) The parties agree that the GETR shall be allowed to grow over time to an amount sufficient to fully fund the operation of Development and Alumni Relations. Cash distributions from the fund shall normally be the same as that of other endowment funds in the CIP. In exceptional circumstances, at the discretion of the Foundation, additional cash disbursements may be made provided that the income of the fund in the previous year exceeds the cash disbursement rate.

7. Operating Costs

- a) The University shall, if possible, provide an operating budget allocation sufficient for the effective operation of Development and Alumni Relations and its successor departments.

- b) Should the University not be in a position to sufficiently fund Development and Alumni Relations, funds from the following additional sources may be used, in accordance with the then existing policy of the Foundation.

- i) An annual distribution from the GETR;
- ii) An annual distribution from the Alumni General Endowment;
- iii) Designated gifts received for such purpose;
- iv) Income from any receipted gifts held for up to one (1) year (except where the nature of the donation does not allow such a process);

- v) An administrative fee assessed on gifts not eligible for the holding policy, which includes gifts-in-kind;
 - vi) A liquidation fee assessed on the net proceeds of sale of non-cash assets received by the Foundation, which includes gifts-in-kind, but which excludes shares;
 - vii) Undesignated funds received by the Foundation.
- c) The direct costs of campaigns and other fund raising initiatives may be charged in a proportion to be negotiated by the University against donations received by each respective campaign (where the nature of the donation and the source allows such a cost to be deducted).
- d) Costs associated with donations made to the Foundation, or to the University, including appraisals, transportation insurance, and/or shipping, are normally paid by donors.

8. Term

This agreement shall remain in effect for a period of five (5) years commencing on the date it is executed by the parties. The agreement may be renewed or extended by mutual agreement of the parties, for a term upon which mutual agreement is reached.

9. Amendment

This agreement may be amended at any time by mutual agreement.

10. Dissolution

- a) Each party has the option, at any time, to withdraw from this agreement by providing 90 days written notice to the other parties of its intention to do so.
- b) In the event of the dissolution of this agreement, any debts, liabilities, rights, property and assets held by the Foundation shall remain with the Foundation.
- c) In accordance with the Foundation Act, "In the event of the dissolution of the Foundation, after the payment of all debts and liabilities, any remaining rights, property and assets of the Foundation shall be transferred or assigned to Brandon University so long as it is at such time a charitable, non-profit corporation."

11. Notice

Any notice shall be in writing addressed as follow:

To the University:

Vice-President (Administration & Finance)
Brandon University
Brandon MB R7A 6A9

To the Foundation:

The President
Brandon University Foundation
Brandon University
Brandon MB R7A 6A9

To the Alumni Association:

The President
Brandon University Alumni Association
Brandon University
Brandon MB R7A 6A9

12. Entire Agreement

This agreement constitutes the entire agreement between the parties to this agreement and supercedes all prior and current agreements or understandings between the parties, whether written or oral, except as specifically set forth herein.

IN WITNESS WHEREOF BRANDON UNIVERSITY, BRANDON UNIVERSITY FOUNDATION AND BRANDON UNIVERSITY ALUMNI ASSOCIATION have caused its corporate seals to be hereunto affixed, attested by the signatures of its proper officers in that behalf on the date first above written.

BRANDON UNIVERSITY

Per: _____

Per: _____

BRANDON UNIVERSITY FOUNDATION

Per: _____

Per: _____

BRANDON UNIVERSITY ALUMNI ASSOCIATION

Per: _____

Per: _____

