

**AFFILIATION AGREEMENT
BETWEEN THE
ARIZONA BOARD OF REGENTS
FOR AND ON BEHALF OF
THE UNIVERSITY OF ARIZONA
AND
OSHER LIFELONG LEARNING INSTITUTE AT THE UNNERSITY OF ARIZONA**

This Agreement is entered into as of April 17, 2017, between the ARIZONA BOARD OF REGENTS, a body corporate, for and on behalf of The University of Arizona ("University") and the OSHER LIFELONG LEARNING INSTITUTE AT THE UNIVERSITY OF ARIZONA, an Arizona nonprofit corporation ("OLLI-UA").

Recitals:

A. The University is an institution of higher education established pursuant to the laws of the State of Arizona, and is engaged in comprehensive academic and research programs.

B. OLLI-UA is a non-profit corporation exempt from taxation under section §501(c)(3) of the Internal Revenue Code of 1986, as amended. Beginning in 1989 as SAGE (Senior Achievement and Growth through Education), the organization became the Osher Lifelong Learning Institute at the University of Arizona (OLLI-UA) in 2006. OLLI-UA is an outreach education program dedicated to enhancing the lives of its members by providing an environment for learning, teaching, and social interaction through participatory classroom and community experiences. The organization is member-driven, under the aegis of the Continuing and Professional Education ("CaPE") unit of Academic Initiatives and Student Success ("AISS"), and the University, and is dedicated to enhancing the lives of its members by providing learning, teaching, research (when and if applicable), volunteer projects (including service to the University) and social opportunities befitting the organizational mission. The purpose of this Agreement is to set forth the terms of affiliation between OLLI-UA and the University.

C. OLLI-UA is named "Osher Lifelong Learning Institute at the University of Arizona", reflecting initial and subsequent grants and endowments ("Osher Monies") from The Bernard Osher Foundation ("Osher") and an alliance of OLLI-UA with the network of Osher Lifelong Learning Institutes throughout the United States.

D. As an affiliate of the University, OLLI-UA contributes to the University's mission to provide lifelong learning opportunities and outreach to the community of the greater Tucson area, particularly the senior community.

E. While OLLI-UA exists as an independent organization, the continued provision of some University services, staff and facilities under the terms of this Agreement will enable OLLI-UA to advance the University's outreach and continuing education mission, to the benefit of the University and the State of Arizona.

F. The University and OLLI-UA deem it desirable, by this Agreement, to establish and confirm policies, procedures, and working relationships between the University and OLLI-UA and to clarify the respective rights and responsibilities of the University and OLLI-UA.

Agreement:

In consideration of the foregoing, and of the mutual covenants and undertakings set forth herein, the University and OLLI-UA agree as follows:

ARTICLE 1

Obligations of OLLI-UA

1.1 Operations. OLLI-UA agrees to provide an organized program of educational and social opportunities to adults aged 50+ through noncredit classes and other activities.

1.2 Financial Responsibility

1.2.1 Affiliated Organizations Policy. As long as this Agreement is in effect, OLLI-UA shall comply with all relevant provisions of the University's policy on University Relations with Affiliated Organizations (FSM Manual 6.15, as such policy may be amended from time to time).

1.2.2 Membership Fees and Fundraising. OLLI-UA will collect membership fees, tuition and other payments from OLLI-UA members and will conduct such fund-raising activities for the benefit of OLLI-UA and its membership as may be authorized from time to time by the OLLI-UA Board of Directors. Such activities may include, without limitation, but in accord with established University policy, the solicitation of funds and/or the conducting of fund-raising events for equipment, capital and operating purposes; for the granting of scholarships; and for the obtaining of gifts and bequests to or for the benefit of OLLI-UA.

1.2.3 Donations and Gifts. OLLI-UA may accept donations from any source it may deem acceptable, but solicitation and acceptance of gifts shall be subject to the University's policy on Gifts (FSM Manual 8.12, as such policy may be amended from time to time). Such activities shall be coordinated with the University and with the University of Arizona Foundation, and shall be subject to overall approval of the President of the University, or such officer as the President of the University may designate. Donations procured by OLLI-UA are subject to the restrictions of the funding source.

1.2.4 Expenses. OLLI-UA will be responsible for any direct expenses incurred by its officers, members, and program.

1.2.5 Fees. OLLI-UA shall set the fees for its membership.

1.2.6 Budget. OLLI-UA will prepare a budget to guide its operations in conjunction with CaPE. Overhead expenses paid to CaPE cover the counsel and advice of the Director of CaPE and services of the AISS finance department, registration and fee processing services, and information systems support. The annual overhead assessment will vary in accordance with the assessment of other AISS units. (The

budgeted overhead assessment for fiscal year 2016-17 is \$16,500.) During the succeeding seven fiscal years, the University shall not increase the annual overhead assessment by more than 6.5% per year.

1.2.7 Accountability. To assure that the resources and services provided by the University hereunder are expended for the ultimate benefit of the University, as long as this Agreement is in effect OLLI-UA shall provide to the University, not less often than annually, the following information:

- A. OLLI-UA's most recent IRS Form 990, "Return of Organization Exempt from Taxation", which shall also be publicly available.
- B. A report specifying how OLLI-UA resources were used, and the benefits (both financial and intangible) to University therefrom.
- C. A budget for OLLI-UA's operations and a description of proposed activities and marketing for the coming year.
- D. OLLI-UA's current financial policies, procedures and controls.

1.2.8 Osher Grants/Endowments. The University shall be the recipient of all Osher Monies, and shall in consultation with OLLI-UA administer such grants/endowments in accordance with its terms. Osher Monies are an asset of the University of Arizona Foundation on behalf of the University of Arizona. Funds shall be expended and disbursed in accordance with an annual budget approved by both the University and OLLI-UA. OLLI-UA agrees to execute such further agreements and other documents as may be required to administer Osher Monies, and shall comply with all terms of the Osher Monies and of such further agreements and other documents. Osher Monies are not an asset of the §501(c)(3), nor may they ever become an asset of the §501(c)(3).

1.2.9 Inspection and Audit. The University shall have the right to audit all records, financial and otherwise, of OLLI-UA to assure that funds, resources and services provided by University are expended for the ultimate benefit of University and are expended by OLLI-UA for purposes consistent with the terms of this Agreement. If University resources are used for purposes inconsistent with this Agreement, OLLI-UA shall reimburse the University for the actual cost or implied value of such misused resources, and the University shall have all rights provided by law, including the right to suspend further provision of resources under this Agreement and to terminate this Agreement. In accordance with A.R.S. § 35-214, OLLI-UA agrees to retain all books, accounts, reports, files and other records of OLLI-UA relating to this Agreement and make such records available at all reasonable times for inspection and audit by the University or the Auditor General of the State of Arizona, or their agents, during the term of and for a period of five (5) years after the completion of this Agreement. Such records shall be provided at the University of Arizona, Tucson, Arizona, or such other location as designated by the University upon reasonable notice to OLLI-UA. OLLI-UA shall have a corresponding right to audit University records relating to the administration of the Osher Monies and other OLLI-UA funds in possession of the University.

1.2.10 Insurance

A. OLLI-UA shall obtain insurance against all claims, losses and liabilities not covered under the State of Arizona statutory risk management program, A.R.S. § 41-621 et seq., and shall name as additional insured under such insurance the State of Arizona, the Arizona Board of Regents, and the University of Arizona. Such policies shall include, at a minimum, commercial general liability insurance, with host liquor endorsement (if necessary), with policy limits of not less than two million dollars, and workers' compensation, in the amount required by law. If OLLI-UA uses University vehicles, or provides transportation on behalf of the University, it shall provide commercial automobile liability coverage with policy limits of not less than one million dollars. Additionally, OLLI-UA shall be responsible for insuring all property it owns or leases. Any events in a university building at which alcohol will be served require a university alcohol permit, and compliance with all Arizona liquor control laws and regulations, as well as the host liquor endorsement.

B. OLLI-UA agrees to maintain directors' and officers' liability insurance coverage protecting those involved with OLLI-UA's Board of Directors.

ARTICLE 2

Obligations of University

2.1 Resource Support

2.1.1 Space. The University agrees to provide suitable and appropriate space within University facilities for all OLLI-UA staff members central office operations. If available, additional University space for conducting classes or events may be leased under separate rental agreements with the University. In addition, the University agrees to work with OLLI-UA volunteer leadership to secure and manage classroom space for the program at all locations. University support may include the following: IT consultation and assistance, signage, lease review and guidance, recommendations of University-approved vendor and service providers, accessibility evaluation, and material and financial contingency assistance if needed to ensure the continued operation of the program.

2.1.2 University Assets. 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 OLLI-UA unless done pursuant to separate agreements. For purposes of this paragraph, resources provided by the University do not include funds generated by OLLI-UA that are deposited in University accounts.

2.1.3 Marketing. The University will provide web management support and software licensing for marketing design. In addition, on OLLI-UA's request, and for a mutually agreed upon fee, the University may provide additional (beyond established levels) marketing, planning and scheduling support for OLLI-UA bulletins (including direct mail), paid advertising, news releases and similar marketing activities to help OLLI-UA in its membership recruitment.

2.1.4 Finance. The University will provide financial tracking and reconciliation of funds held at the University for the benefit of OLLI-UA. A Purchasing Card will be available in accordance with the

University Policies Manual (http://pacs.arizona.edu/pcard_policies_manual). This will remain available to OLLI-UA only as long as appropriate accounts are held for processing transactions.

2.1.5 Registration. The University will include OLLI-UA class listings and member registration in CaPE's registration system. A fee will be assessed to OLLI-UA for use of this registration system, which may take the form of an annual fee based on a percentage of the licensing fee, average usage for the year, or an annual flat fee. The particulars of the billing for OLLI-UA's use of the registration system will be deliberated and agreed upon by both the University and OLLI-UA. Alternatively, OLLI-UA may purchase a separate registration system at its own expense should it deem this necessary to better meet program and member needs.

2.1.6 Information Technology. The University agrees to support office technology, including computers, copiers, telephones, and internet access.

2.2 Member Benefits. As long as this Agreement is in effect, OLLI-UA members shall be entitled to receive the benefits of University Affiliates under the Guidelines for Affiliates, Associates and Volunteers, as such benefits may be changed from time to time; provided, however, that such benefits shall not include eligibility for the University's Qualified Tuition Reduction Plan. At the time of execution of this agreement, such benefits are described online at: <http://hr.arizona.edu/employees-affiliates/affiliates>

2.3 OLLI-UA Funds

2.3.1 Bank Accounts. The University acknowledges that OLLI-UA may establish bank and investment accounts outside the University to support its programs and activities. All such accounts shall be disclosed in writing to University, and shall be subject to the financial reporting requirements disclosed under section 1.2.6 of this Agreement. In no event shall any funds belonging to the University, or to the State of Arizona, be deposited in any such accounts.

2.3.2 Assets. All furnishings and classroom and office equipment, including audio-visual and computer, purchased with OLLI-UA funds shall be the property of and for the sole use of OLLI-UA, and a separate inventory will be maintained. The parties shall cooperate to prepare a schedule of OLLI-UA assets, which shall be approved by representatives of both parties.

2.3.3 Collections. The University will collect member fees and other funds on behalf of OLLI-UA. Any funds collected by the University will be retained in University accounts and expended for OLLI-UA purposes. If OLLI-UA chooses at a future time to be responsible for collecting and handling member fees and other program revenues in OLLI-UA accounts, its obligations to the University (including, but not limited to, overhead assessments and rental/maintenance on any leased UA space) shall be paid in advance on the first day of each calendar quarter.

2.4 OLLI-UA Data. All information pertaining to OLLI-UA, whether written or entered into OLLI-UA's University computer database, will be clearly identified and accessible to designated OLLI-UA officers (who from time to time may be re-designated by the OLLI-UA President), subject to the University's

computer security and privacy policies. Hosting of OLLI-UA's web page and other computer, data processing and information services shall be subject to such terms, conditions and charges as the University may impose for such services.

ARTICLE 3

Operations

3.1 Communication and Coordination

The Director of CaPE (or designee) and the President of OLLI-UA will consult on a regular basis to ensure that program directives and the responsibilities outlined in this Agreement are fulfilled to enable the mission of OLLI-UA to be carried out successfully in accord with Osher and University goals and objectives.

3.2 Staff Support.

3.2.1 OLLI-UA Staff Support. The University will be responsible for the hiring and management of staff. All staff members are employees of the University and are bound by the University standards for employment and benefits. A staffing structure will be established by the CaPE Director, in conjunction with the OLLI-UA President and Board of Directors. This staffing structure will be reviewed annually and modified, as needed, to provide appropriate staff support and budgetary resources. OLLI-UA shall reimburse the University for all salary and employee related expenses and other overhead related to staffing, which may be funded through Osher Monies to the extent permitted under the terms thereof.

3.2.2 Manager/Executive Director. During the term of this Agreement, the University shall hire an employee to manage OLLI-UA. The job description for this individual will be prepared jointly by the OLLI-UA Board and the Director of CaPE (or designee), and OLLI-UA will have representation in the selection of the individual. The title to be given this position will be determined in accordance with University personnel practices, but will indicate his or her position and authority while performing duties such as fund raising and outreach projects in the community. This position will report to the Director of CaPE, but all activities shall be for the benefit of OLLI-UA in consultation with the OLLI-UA Board of Directors; annual or more frequent performance reviews shall be conducted by the Director of CaPE (or designee), with input from the OLLI-UA Board of Directors.

3.2.3 Additional Staff. All OLLI-UA staff will be employees of the University of Arizona and report directly to the manager/executive director. Job descriptions for these staff positions will be drafted in cooperation with CaPE, the OLLI-UA Board, and the OLLI-UA manager/executive director. Additional staff positions may include (but are not limited to) program coordinator, office specialist or manager, marketing specialist, or registration coordinator.

3.2.4 Equal Opportunity. OLLI-UA agrees to uphold the University of Arizona's commitment to both Equal Employment Opportunity and Affirmative Action for all persons who are employed by and who participate in University-affiliated activities. The University of Arizona prohibits discrimination on the

basis of age, color, disability, ethnicity, gender, national origin, religion, sexual orientation or veteran's status.

3.3 Names and Marks

3.3.1 Name. OLLI-UA shall operate under its own name, seal and logotype. University grants OLLI-UA the right to use the name "University of Arizona" in its corporate name as long as this agreement is in effect. The full name to be used is "Osher Lifelong Learning Institute at the University of Arizona", using the prescribed logo of The Bernard Osher Foundation's OLLIs in combination with the logo of the University, consistent with 3.3.3, to represent itself publicly in all marketing materials including, but not limited to, the website, brochures, catalogs, and the like. If this Agreement is terminated in accordance with its terms, such permission shall be automatically revoked, without further notice or action by the University, and OLLI-UA shall immediately change its corporate name to eliminate any reference to the University of Arizona and the Osher Lifelong Learning Institutes, and shall in all communications prominently communicate the fact that it is not affiliated with or supported by the University or Osher, and shall refrain from any communications stating or implying that gifts to its new entity are for the benefit of the University or related to Osher.

3.3.2 Affiliate Status. As long as this Agreement is in effect, OLLI-UA may describe itself in public communications as "an independent senior education program affiliated with the University of Arizona", or terms of similar import, provided that no such description shall represent or imply that OLLI-UA is owned or operated by the State of Arizona, the Arizona Board of Regents, or the University of Arizona.

3.3.3 University Marks. OLLI-UA shall not use the University seal or other identifying marks, trademarks, logotypes and other proprietary marks in the promotion of OLLI-UA's activities, or in fulfilling its obligations under this Agreement, unless OLLI-UA first obtains authorization from the University Office of Trademarks and Licensing. OLLI-UA may not delegate the authority to use the University's name or other marks to any person or entity without the University's prior written approval.

3.3.4 OLLI-UA Marks. OLLI-UA may develop and utilize its own trademark, trade name or other proprietary mark or name so long as any such trademarks, trade names or other proprietary marks do not infringe any University or Osher trademarks, trade names or proprietary marks, and are consistent with this Agreement and any licensing agreement OLLI-UA may enter into with the University Office of Trademarks and Licensing.

ARTICLE 4

Duration

This Agreement shall take effect upon execution by both parties and shall continue in effect unless sooner terminated by mutual agreement. This Agreement shall continue in effect without interruption unless terminated by either party, in its sole discretion, on not less than 180 days written notice to the other party. Notwithstanding the foregoing, this Agreement may be terminated by either party for material breach by the other party, if such breach is not cured within 60 days after the non-breaching

party gives written notice thereof or, if cure within 60 days is not feasible, such cure is commenced during such 60 day period and is diligently pursued to completion.

ARTICLE 5

Dispute Resolution

All disagreements between the parties relating to their respective rights and obligations under this Agreement shall be submitted to the President of University, who shall decide the matter after consultation with the Director of CaPE and the President of the Board of Directors of OLLI-UA. If OLLI-UA disagrees with the decision, it shall be subject to review for arbitrariness or abuse of discretion through arbitration pursuant to the Arizona Uniform Rules of Procedure for Arbitration. The decision of the arbitrator(s) shall be final.

ARTICLE 6

Official Representatives

6.1 Notice to the University: All official notices or communications to the University pursuant to this Agreement shall be submitted to:

Director

Continuing Education and Professional Development

University of Arizona

1955 E. 6th Street

P.O. Box 210184

Tucson AZ 85721-0184

6.2 Notice to OLLI-UA: All official notices or communications to OLLI-UA pursuant to this Agreement shall be submitted to:

President

OLLI-UA Board of Directors

Osher Lifelong Learning Institute at the University of Arizona

1955 E. 6th Street

P.O. Box 210184

Tucson, AZ 85721-0184

ARTICLE 7 Other Provisions

7.1 Nondiscrimination. The parties agree to be bound by applicable state and federal rules governing Equal Employment Opportunity and Non-Discrimination.

7.2 Conflict of Interest. This agreement is subject to cancellation pursuant to the provisions of Arizona Revised-Statute § 38-511 regarding Conflict of Interest.

7.3 State Obligation. To the extent that performance by the University of its obligations under this Agreement is dependent upon the appropriation of funds by the State Legislature of Arizona, if the Legislature fails to appropriate the necessary funds or if the University's appropriation is reduced during the fiscal year, the University may reduce the scope of this agreement if appropriate or cancel the agreement without further duty or obligation. The University agrees to notify OLLI-UA as soon as reasonably possible after the unavailability of said funds comes to its attention.

7.4 Governing Law. This contract is made under and shall be interpreted according to Arizona law.

7.5 Severability. 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.

7.6 Amendments. This Agreement may not be modified, amended, altered, or changed except with the prior written consent of the parties hereto.

7.7 Entire Agreement. This Agreement represents the entire agreement between the parties regarding the subject matter hereof, and replaces and supersedes all prior agreements regarding that subject matter. Upon execution of this Agreement, the prior Agreement executed in February 2007, shall be of no further force or effect.