

AFFILIATION AGREEMENT

BETWEEN

PRAIRIE VIEW A&M UNIVERSITY

AND

PANTHER BACKERS BOOSTER CLUB

This Agreement is made and entered into this 18th day of June, 2009, by and between PRAIRIE VIEW A&M UNIVERSITY, hereinafter referred to as the "University" and PANTHER BACKERS BOOSTER CLUB, hereinafter referred to as the "Booster Club."

RECITALS:

The University is an institution of higher education, a component of The Texas A&M University System, and an agency of the State of Texas.

The Booster Club is organized for the purpose of financially supporting the University in order to further the purposes, duties and missions of the University.

The Booster Club solicits, receives, and recognizes gifts which support athletics and sponsored programs of the University.

Tex. Govt. Code § 2255.001 requires a state agency for which a private organization exists that is designed to further the purposes and duties of the agency to adopt rules governing the relationship between the organization and the agency. The rules adopted shall govern all aspects of conduct of the agency and its employees in the relationship, including: (1) administration and investment of funds received by the organization for the benefit of the agency; (2) use of an employee or property of the agency by the organization; (3) service by an officer or employee of the agency as an officer or director of the organization; and (4) monetary enrichment of an officer or employee of the agency by the organization.

In accordance with Tex. Govt. Code § 2255.001, The Texas A&M University System implemented System Regulation 60.01.01 which addresses the requirements of the statute. Further, System Regulation 60.01.01 requires that an affiliation agreement be executed with each affiliated fund raising organization.

In consideration of the mutual covenants and conditions herein contained, the University and the Booster Club agree as follows:

1. FISCAL RESPONSIBILITY:

- 1.1 The Booster Club board has fiduciary responsibility for the operation of the Booster Club and the authorization of the expenditure of funds.
- 1.2 The administration and investment of funds will be at the discretion of the Booster Club board for the benefit of the University.

2. UNIVERSITY EMPLOYEES:

- 2.1 The Booster Club may not use the services of University employees unless the terms and conditions of such use are set out fully in a separate agreement between the Booster Club and the University.
- 2.2 University employees may not serve on the board or other governing body of the Booster Club.
- 2.3 University employees may not receive any type of monetary enrichment from the Booster Club, such as salary or benefits, other than through the University.
- 2.4 Reimbursements by the Booster Club to University employees for travel expenses must be made in accordance with the University's travel guidelines.

3. USE OF UNIVERSITY PROPERTY:

- 3.1 The terms and conditions of the use of University property by the Booster Club shall be set out fully in a separate written agreement between the University and the Booster Club.
- 3.2 The Booster Club may, in connection with its lawful business and activities, use the name of the University as well as University's logo, and other symbols and marks of the University ("University Marks") consistent with the following restrictions:

The Booster Club shall not authorize the use of University Marks to any person or entity without the written approval of the University Office of Development or the President of the University.

The Booster Club's use of University Marks shall be consistent with the mission of

the University and the purposes of this Agreement. The Booster Club shall not use University Marks and name in connection with advertising of non-University or non-Booster Club products or services. The Booster Club agrees to abide by the policies and guidelines of the University in the use of University Marks and name. Upon termination of this Agreement, as provided in section 8 below, the Booster Club shall immediately cease and desist use of University Marks. The University may withdraw permission to use University Marks (excepting the use of name in factual statements about the use relationship of the Booster Club and the University) if the University reasonably determines that the Booster Club has violated the provisions of this subparagraph or that withdrawal of permission is necessary to protect the goodwill in University Marks.

The University will provide the Booster Club with access to information and data files on new graduates, parents, students, employees and retirees, including demographic and degree information. The parties acknowledge that student information (other than directory information) is subject to federal privacy law of 20 U.S.C. § 1232g *et. seq.* (commonly referred to as "FERPA"). The Booster Club agrees to execute a FERPA Agreement to perform its obligations under this Agreement. Employee and retiree information will be handled in accordance with generally recognized standards for personnel records, and private information therein shall not be re-disseminated except as authorized by University or as required by law.

4. AUDIT AND REPORTS:

- 4.1 The Booster Club is responsible for any audits required by state or federal law or governmental regulation. A copy of any such audit shall be provided to the University within 30 days following completion of the audit.
- 4.2 The Booster Club will provide the University with a copy of the Booster Club's annual financial statements, audited by an independent certified public accountant, within 30 days following completion of the audit.
- 4.3 The Booster Club shall be responsible for its own fiscal reports, accounting, federal, state or local reports, etc.
- 4.4 The Booster Club must provide to the University all necessary information to satisfy audits by The Texas A&M University System.
- 4.5 Any direct funding provided to the Booster Club by the University is subject to audit by The Texas A&M University System.

5. DISBURSEMENT OF FUNDS:

- 5.1 Disbursements shall be made in support of the University as authorized by the Booster Club board.
- 5.2 All disbursements are subject to the restrictions of the donor.

6. REPRESENTATION ON BOOSTER CLUB BOARD

- 6.1 The President of the University or his designee shall serve as an ex-officio non-voting member of the board of the Booster Club and otherwise participate fully in the activities of such board.
- 6.2 Such service shall be without any remuneration or personal gain, but the President or his designee shall be entitled to reimbursement for travel expenses in accordance with the University's travel guidelines.
- 6.3 Such participation shall be for the purpose of providing advice and coordination for the mutual interest of the University and the Booster Club, including but not limited to presenting annual development goals, priorities and needs of the University.

7. GOVERNANCE OF AGREEMENT:

- 7.1 No provision of this Affiliation Agreement may conflict with or supersede a requirement of any law of the State of Texas. If any provision is found to be in conflict, it shall be null and void.
- 7.2 No provision of this Affiliation Agreement may conflict with or supersede a requirement of the Policies and Regulations of The Texas A&M University System and/or Rules of the University. If any provision is found to be in conflict, it shall be null and void. University shall advise the Booster Club of any subsequently adopted or modified Policies and Regulations of The Texas A&M University System and Rules of the University which conflict with this Affiliation Agreement.
- 7.3 This Agreement shall be governed by the laws of the State of Texas.

8. DURATION OF AGREEMENT:

- 8.1 This Agreement shall be effective on the date set out above, and shall continue in force for a term of five (5) years.

- 8.2 This Agreement may be terminated by either party upon one hundred eighty (180) days written notice to the other party.
- 8.3 Modifications to this Agreement may be made from time to time by mutual written agreement of the parties. Those modifications shall become a part of this Agreement as of the effective date of the modification.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

PRAIRIE VIEW A&M UNIVERSITY

PANTHER BACKERS BOOSTER CLUB

George C. Wright
Name: George C. Wright
Title: President

John W. Lewis
Name: JOHN W. LEWIS
Title: BOARD MEMBER

Date: June 18, 2009

Date: JUNE 18, 2009