

RESOLUTION 98-4

WRIGHT STATE UNIVERSITY and WRIGHT STATE UNIVERSITY FOUNDATION, INC.

MEMORANDUM OF UNDERSTANDING

This agreement is made between Wright State University ("University") and Wright State University Foundation, Inc. ("Foundation") and is intended to outline the collaborative relationship between the two parties.

WHEREAS, the University is an Ohio institution of public higher education; and,

WHEREAS, the Foundation is a nonprofit corporation under the laws of the state of Ohio and is a tax-exempt 501 (c)(3) charitable corporation under the federal Internal Revenue Code, for the sole benefit of the University; and,

WHEREAS, the Foundation is to solicit, receive, invest and manage philanthropic contributions, and has a fiduciary responsibility for prudent management and expenditure of its funds in accordance with the purposes of the Foundation and subject to restrictions, if any, by the donor; and,

WHEREAS, securing and managing private financial contributions necessitates a close collaboration of the University and Foundation; therefore be it

RESOLVED that the University and Foundation enact the following memorandum of understanding, superseding their 1983 agreement.

I. FOUNDATION ADMINISTRATION

The Foundation shall:

- a) Receive, record and receipt all philanthropic gifts for the benefit of the University and provide continuing stewardship of funds received.
- b) Purchase, sell, improve and lease real estate and/or personal property for the benefit of the University.
- c) Provide prudent and effective management and investment of Foundation funds in accordance with investment policies approved annually.
- d) Provide the University an annual unrestricted allocation in the amount of one percent (1%) of the value of the consolidated net assets of the Foundation, or another amount determined annually by both parties, which in part provides reimbursement for the services of University staff directly supporting Foundation administration.

- e) Underwrite the Foundation's direct annual administrative costs through fees assessed on managed endowments, interest income on restricted current-use funds, and unrestricted contributions.
- f) Establish gift acceptance policies and procedures, and decline gifts for donor specified purposes which are found to be inconsistent with the University's best interests, mission and priorities.

The University shall:

- g) Provide the services of its vice president for university advancement to serve concurrently as president of the Foundation, and the services of an assistant secretary and assistant treasurer, to direct the operations of the Foundation, maintain all pertinent records, and maintain financial and accounting/audit procedures for the Foundation.
- h) Provide offices and technology support services related to the performance of Foundation operations, and provide at institutional rates (where applicable) access for auxiliary services including printing, mailing, audio-visual, event scheduling and related facilities.

II. UNIVERSITY DEVELOPMENT COORDINATION

- a) All fund raising activities in support of the University shall be coordinated by the University Development Office to maximize successful relations with potential donors. The Foundation shall support University Development in effective cultivation, solicitation and stewardship of donors.
 - b) University policies regarding development coordination, and Foundation gift acceptance and fund management policies, shall foster effective relations with current and potential donors.
 - c) The Foundation will supplement the University Development budget for special projects, fund raising costs and salaries. Such amount will be budgeted and approved annually by the Foundation.
 - d) The University president shall maintain an effective liaison with the Foundation regarding University strategic directions and priorities for private financial support.
 - e) The University and Foundation shall maintain a collaborative reporting relationship on academic programs, financial status, fund management and investment policies to enhance donor relations.
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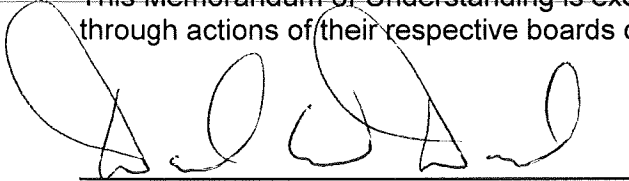
III. UNIVERSITY SUPPORT

- a) The Foundation shall maintain unrestricted funds to support priority University academic programs and special projects. The University president shall confer annually with the Foundation on unrestricted funds available for distribution and recommend programs and projects to be supported. Foundation allocations for such purposes as scholarships, special projects and discretionary funds are approved annually and are closely monitored.
- b) All endowment funds and restricted current-use funds are maintained in accordance with Foundation policies and expended according to donor designations for the benefit of the University.

IV. OTHER POLICIES:

- a) All other relationships of the Foundation and University not specified herein shall be determined by consultation of the University president and the University Board of Trustees Advancement Committee, for discussion with the University and Foundation boards.
- b) The University and Foundation will be subject to and comply with all applicable federal and state statutes and regulations in fulfilling the terms and conditions of this agreement.

This Memorandum of Understanding is executed by the University and Foundation through actions of their respective boards of trustees.



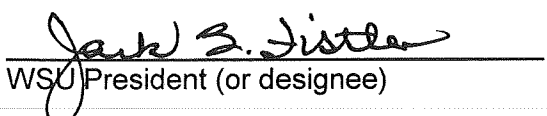
WSU Board of Trustees Chair

3-16-98
Date



WSU Foundation, Inc., Chair

3-19-98
Date



WSU President (or designee)

3-24-98
Date

Approved by the WSU Foundation, March 5, 1998
Approved by the WSU Board of Trustees, February 6, 1998