

# MUW – APPROVAL OF PROPOSED AFFILIATION AGREEMENT WITH MISSISSIPPI UNIVERSITY FOR WOMEN FOUNDATION

Mississippi University for Women requests Board approval of the below proposed affiliation agreement between the University and the Mississippi University for Women Foundation. The proposed agreement meets the requirements of Board Policy 301.0806 Foundation/Affiliated Entity Activities. The Attorney General’s Office has reviewed the agreement and found it to be in compliance with applicable law and IHL Board of Trustees Policies and Bylaws.

## AMENDED AND RESTATED AFFILIATION AGREEMENT BETWEEN MISSISSIPPI UNIVERSITY FOR WOMEN AND THE MISSISSIPPI UNIVERSITY FOR WOMEN FOUNDATION

This Amended and Restated Agreement is made and entered into effective this 1<sup>st</sup> day of April, 2020 (the effective date) by and between Mississippi University for Women, a state institution of higher learning, organized and existing under the laws of the State of Mississippi (the “University”), and The Mississippi University for Women Foundation, a not-for-profit corporation duly chartered pursuant to the laws of the State of Mississippi (the “Foundation”). This Agreement is designed to govern the relationship between the University and the Foundation by setting forth the terms and conditions under which the University will provide certain support and services for the Foundation and the Foundation will provide certain support and services for and on behalf of the University.

### PREAMBLE

WHEREAS, The Foundation has been established as a not-for-profit, educational and charitable organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, for the purposes outlined in its Charter of Incorporation dated June 4, 1965;

WHEREAS, the University has the authority and right to enter into agreements with affiliated 501(c) (3) not-for-profit organizations, subject to the Institutions of Higher Learning Board of Trustees (the “Board” or “IHL”) Policy 301.0806 (the “Policy”);

WHEREAS, the Board Policy acknowledges that the independent nature of the Foundation provides flexibility to the University in fiscal management and responsiveness;

WHEREAS, the Foundation has the responsibility under its mission statement and as a not-for-profit corporation to use its resources in a responsible and effective manner to operate exclusively for the benefit of the University and its students, alumni, faculty and staff to promote, encourage and assist all forms of educational, scientific, literary, research and service activities provided by the University, all for the public welfare as outlined in its Charter of Incorporation;

WHEREAS, the University has an active development program and wishes to utilize enhanced computer capabilities and assistance in the identification, solicitation and stewardship of donors (current or prospective), acknowledgement and accounting of contributions and maintenance of donor biographical, financial and contribution records, all of which the University believes the Foundation can provide;

WHEREAS, the University and the Foundation anticipate that the Foundation, as the primary entity for receiving philanthropic support designated for the benefit of the University, will provide the University with specified services in carrying out its mission, and the University will provide the Foundation facilities in carrying out its mission;

WHEREAS, the University and the Foundation desire to define the arrangement concerning services, facilities, premises and activities in support of each other as set forth in this Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for good and valuable consideration, the adequacy of which is hereby acknowledged, the University and the Foundation do hereby agree as follows:

## ARTICLE 1. UNIVERSITY OBLIGATIONS AND SERVICES

1.1 The Foundation may utilize, with the approval of the University, which approval shall not be unreasonably withheld, such University administrative, professional and other employees from time to time as are needed to carry out the mission and purposes of the Foundation.

1.2 The Foundation and the University agree that the portion of the cost incurred by utilizing University employees for Foundation operational activities will be reviewed annually.

1.3 The University shall provide office space, utilities and other support for the Foundation as needed and appropriate for work on-site within the University, adequate for the performance of the services required hereunder.

1.4 The University shall provide support services to the Foundation of the type provided to University departments including printing and publication services, motor pool and, to the extent permitted by law, use of the University mail system and protection of the University Police Department.

1.5 The University designates the Foundation as the primary entity for receipting, acknowledging, accounting for, managing and investing its endowment funds, as well as for researching, identifying and maintaining biographical and giving records of potential and actual donors.

1.6 The President of the University shall serve *ex officio* as a non-voting member of the Foundation's Board of Directors. No other University employee or other persons directly or indirectly employed by the IHL shall serve as a voting member of the Foundation's Board of Directors.

1.7 Annually, the President of the University shall certify to the Foundation a list of University employees who are authorized to request disbursements from the Foundation. Requests by a duly certified University employee shall constitute a representation or certification by the University employee that the disbursement being requested has been approved in accord with established University procedures. The Foundation shall be relieved of any liability arising from a disbursement made pursuant to the provisions of this Section of the Agreement.

1.8 The President of the University shall submit a request to the Foundation for utilization of unrestricted gifts received by the Foundation in the following fiscal year. The Foundation shall, consistent with the goals and priorities established by the University, consider the University's request and may allocate unrestricted gifts accordingly to the extent funds are available. In addition to unrestricted funds, the University President and the Executive Director of the Foundation shall routinely update the Foundation Board members on the University initiatives involving private support to ensure that Foundation and University personnel are informed of fund raising needs and objectives.

1.9 The University's name and registered marks and logos have great economic and public relations value to the University, its faculty, staff, alumni and students. The Foundation shall not assign or delegate the authority to use the

University's name or registered marks or logos to any person or entity without the written approval of the President of the University. To assist the Foundation in discharging its obligations under this Agreement and in soliciting, developing and generating private and corporate support for the University, the University grants the Foundation the following rights:

- 1.9 (a) A non-exclusive, non-transferable license to use University trademarks, service marks and logos consistent with University policy, including but not limited to a license to use marks developed by the University for use by the Foundation.
- 1.9 (b) An exclusive, transferable license to use University trademarks, service marks, and trade names historically associated with the Foundation.
- 1.9 (c) The designation of the Foundation as a University affiliated entity.
- 1.9 (d) Such other rights, privileges or benefits as the University President, in his/her sole discretion, may determine will assist the Foundation in discharging its obligations under this Agreement.

## ARTICLE 2. FOUNDATION OBLIGATIONS

2.1 The Foundation's primary purpose is to provide support to the University in accord with the provisions of its Charter of Incorporation and By-laws, which support includes, but is not limited to, serving as the entity researching, raising, receiving, acknowledging, investing, accounting for and administering funds for the University to use for its educational, research and service missions.

2.2 The Foundation, acting through its Board of Directors, shall assist the University's Office of Development and Alumni in its fund-raising activities and development programs with individuals, corporations, foundations, and other external organizations.

2.3 The Foundation, acting through its Board of Directors, shall solicit, accept and transfer funds for the purchase of University equipment and supplies; for the construction, renovation and/or improvement of the University's physical facilities; for the support of faculty, staff and student travel and research; for the support of faculty professorships, lectureships and endowed chairs; for the support of student scholarships; and for the support of other educational, research, cultural, scientific, public service and charitable programs and activities. When soliciting funds on behalf of

the University, the Foundation agrees to accept only those gifts that are consistent with the University's missions, goals, and obligations.

2.4 The Foundation shall receipt, acknowledge and express appreciation for all contributions of donors made on behalf of the University or of the Foundation, and shall keep accurate and current records of all such contributions made directly to the University or to the Foundation. Assets of the Foundation shall be maintained pursuant to the Uniform Management of Institutional Funds Act (UMIFA) or Uniform Prudent Management of Institutional Funds Act (UPMIFA) as promulgated by the State of Mississippi. The University shall have rights of inspection of Foundation records. Such rights shall be afforded to the IHL, if so desired. The Foundation must manage all funds in its control in a fiscally sound and prudent manner. The Foundation will abide by a gift acceptance policy to be jointly endorsed by the University and Foundation and describing the method by which the Foundation will keep the University informed about endowment performance, endowment spending policy, and anticipated accumulation and distribution of funds.

2.5 The Foundation may enter into contracts for professional, advisory or other personal services in carrying out its duties, but such contracts shall not exceed 5 years.

2.6 The Foundation shall maintain its separate financial and accounting records including thorough documentation of donor intent in accordance with generally accepted accounting principles applicable for its industry. The Foundation must cause to be prepared annual financial statements of the condition of the Foundation, which shall include such detail as the IHL Board may from time to time require. The Foundation must also engage a Certified Public Accounting (CPA) firm to perform annual audits of the Foundation's annual financial statements; The Foundation shall submit the audited financial statements, along with a list of Foundation officers, directors or trustees, not later than five months following the completion of the Foundation's fiscal year, to the affiliated university's President and to IHL; However, the annual audited financial statements of some of the Foundation will be required for inclusion in the State of Mississippi's Comprehensive Annual Financial Report (CAFR); Those Entities which will be required to submit annual audited financial statements for inclusion in the CAFR, as determined by the IHL Board's Associate Commissioner for Finance and Administration and the external auditing firm hired to perform the annual IHL system audit, must submit annual audited financial statements to the affiliated university's President and to the IHL, along with a list of Foundation officers, directors or trustees, by October 15 of each year. The IHL Board's Associate Commissioner for Finance and Administration shall notify each such Foundation of the applicability of the October 15 deadline to such Foundation as far in advance of the deadline as possible each year. The CPA firm to be utilized by the Foundation must be in good standing with the Mississippi State Board of

Public Accountancy, have substantial experience in auditing like organizations, and must be approved by the President or his/her designee. However, at the request of the Foundation, the President of a university, with the approval of the IHL Board, may grant a request of the Foundation to waive the requirement of an annual audit by a CPA firm on a showing of adequate grounds, such as a showing that the assets of the Foundation are so limited as to make the expense of engaging a CPA firm to perform an audit financially burdensome to the Foundation and unnecessary. Such a waiver may be conditioned upon such other review of the financial records of the Foundation in lieu of an audit as the University and the IHL may deem feasible. Such a request for a waiver must be accompanied by (a) the most recent annual audited financial statements of the Foundation (if such statements exist), (b) the financial statements of the most recently completed fiscal year, (c) a written description of how the Foundation anticipates that the year-end financial statements for the current year will differ from the financial statements as of the end of the most recently completed fiscal year, and (d) a good faith estimate of the cost of engaging an auditor with respect to the statements. The granting of any request to waive the requirement of an annual audit by a CPA firm approved by the IHL is within the sole discretion of the University and the IHL Board. Any waiver of the audit requirement will apply only for one year, and any request to waive the requirement for the next year should be submitted as outlined above.

2.7 The Foundation acknowledges and agrees that the University owns all copyright, interest in and right to all trademarks, trade names, logos and service marks developed by the University for use by the Foundation, including all such trademarks, service marks and trade names historically associated with the Foundation.

2.8 The Foundation shall maintain a conflict-of-interest policy that complies with all requirements of Miss. Code Ann. §79-11-269 (1972), as amended, the University's conflict of interest policies, and which addresses transactions with University or Foundation staff.

2.9 All gifts received by the Foundation shall be receipted and deposited in a timely manner in accordance with the directive of the donor and the University will provide the Foundation staff and auditors access to records and accounts needed to monitor and verify use of gift funds. All gifts received by the University shall be immediately forwarded to the Foundation for acknowledgement to ensure proper receipting and recording of all gifts. Gifts made to the University shall be accounted for and ownership maintained by the University; gifts made to the Foundation shall be accounted for and ownership maintained by the Foundation. However, checks made payable to the University will be transferred to the Foundation if a gift agreement, pledge, or expectancy exists between the donor and the Foundation. If a check is made payable to the University and no gift agreement, pledge, or expectancy exists between the Foundation and the donor, the donor will be contacted to clarify his/her intent. It will

be explained that, in most situations, it is the University's desire to have funds held within the Foundation. The intent of the donor will then control the delivery and ownership of the funds. If a situation exists where the Foundation has deposited a gift directly intended solely for the University, the Foundation shall immediately deposit into the appropriate University account funds designated for each account.

2.10 The Foundation shall perform any and all other acts and activities on behalf of the University, as the Foundation deems appropriate, in carrying out the purposes and mission of the University, so long as consistent with the governing documents of the Foundation. In order to perform duties herein this agreement, the Foundation may use a percentage of the annual restricted funds, assess fees for services, or impose charges against managed funds to support its operations. The Foundation will inform the University of the implementation of, or changes to, any assessment of fees.

2.11 The Executive Director of Development and Alumni shall promptly notify the President of the University and the IHL, in writing, if any of the following events ("Reportable Events") occur:

1. The Foundation has materially breached any of its contractual obligations under the Agreement;
2. The Foundation has materially failed to properly receive, apply, manage or disburse any funds or has materially failed to properly comply with any binding instructions from donors relating to those funds;
3. The Foundation has engaged in any conduct that is prohibited or subject to sanction under state or federal law, including any and all requirements applicable to tax exempt organizations.
4. There has been a failure by the Foundation or any of its officers and directors to comply with any conflict of interest requirements created by applicable state or federal law or by the governing documents or procedures of the Foundation;
5. Any state or federal regulatory body begins any investigation of any matter that may have a significant financial or regulatory effect on the Foundation or upon its status as a tax exempt organization; or
6. The Foundation has contracted with or entered into any business or pecuniary relationship with any of its board members, other than a full time employee of the Foundation, or any Foundation controlled directly or indirectly by the board member, which would reasonably be expected to provide for payment or benefits to that person exceeding the value of \$50,000 in any calendar year;

The previous sentence creates a duty for the Foundation to report any such transaction but does not suggest or imply that all such transactions are either prohibited or permitted.

2.12 If requested by the University, the Foundation shall provide any and all information relating to the operation or management of the Foundation or any funds contributed to, received by, expended by or managed by the Foundation. To the extent that information is inspected, reviewed or received by the President of the University or his/her designees with respect to the identity of donors who have expressly stated they wish to remain anonymous, or with respect to any information relating to the identification, cultivation and solicitation of donors, or with respect to personal, commercial or proprietary information relating to a donor or his/her family or business or trade secrets associated with donors or Foundation functions, (collectively "Confidential and Trade Secret Information"), such information shall be treated as confidential by the University President and any designee who may acquire such information. The University is expected to take appropriate safeguards to assure that such information is utilized or disseminated only in a manner that is appropriate under the circumstances.

2.13 The IHL, acting upon its minutes, may require the Foundation to provide information or allow inspection of its records as required by the IHL to determine that the Foundation is in compliance with this agreement and that the funds held for the University or for its benefit are appropriately utilized and protected. No such request for information will be made by individual IHL members to the University or to the University President.

IHL will attempt, when appropriate, to resolve any issues or concerns about the activities of the Foundation informally.

However, IHL may determine, acting upon its minutes, that informal measures are or will be untimely, insufficient, or inappropriate to secure information necessary to allow the Board to determine that the Foundation is appropriately complying with the agreement and that funds intended to be used for the benefit of the University are appropriately maintained and expended. If the Board makes such a finding, the Foundation will permit an audit, inspection or review of the financial and other records of the Foundation by persons selected by the IHL, which persons shall have the power to determine the appropriate scope of the investigation and the records to be examined.

Though the IHL will not unnecessarily disclose or disseminate any confidential and trade secret information relating to the Foundation, and in particular, any information related to donors to the Foundation or trade secrets associated with donors or entity function, in some circumstances, however, such as those involving alleged misuse or misappropriation of funds, appropriately limited disclosure of information related to donors may be necessary in order to conduct any investigation and to recover

the funds, or to allow prosecution with respect to any misappropriation of funds. Thus, the Foundation recognized that the final determination as to the appropriate extent of any disclosure or other use of the information is in the discretion of the IHL and any decision to release any information that would identify any particular donor shall be made by the IHL acting upon its minutes. No individual IHL Board member or employee of the IHL will release such information without authorization from the Board.

### ARTICLE 3. COMPLIANCE

3.1 The Foundation shall comply with any and all federal and state laws and regulations and shall comply with any compliance and regulatory guidelines as may be required by the Board.

3.2 The provisions of the affiliation agreement shall apply to any and all entities owned or controlled by the Foundation, with the exception of a special purpose entity created for the sole and specific purpose of utilization as a financing vehicle for the private financing of university auxiliary facilities by a private developer using the alternate dual-phase design-build privately financed construction method, as specially authorized by Miss. Code Ann. Section 37-101-41, et seq. (1972), as amended. If the use/purpose of any such special purpose entity ever changes, the special entity would then be required to comply with any and all provisions of the affiliation agreement between the university and any Entity which owns or controls the special purpose entity.

### ARTICLE 4. INSURANCE

4.1 The Foundation shall maintain insurance coverage as deemed appropriate by the Foundation's Board of Directors, including the bonding of its officers and shall maintain Directors and Officers liability insurance on members of its Board of Directors and officers, while performing as such.

4.2 The Foundation shall maintain workers' compensation insurance as required by applicable law.

4.3 The Foundation shall maintain commercial general liability insurance, through one or more policies, in an amount not less than \$1,000,000 per occurrence. To the extent the coverage form can add the University and IHL as additional insureds, the University and IHL shall be named additional insureds under such policy. This liability

coverage shall be primary and noncontributory with respect to any insurance maintained by the University or IHL.

4.4 The Foundation shall maintain a commercially reasonable amount of professional liability (or Directors and Officers liability) insurance.

4.5 Certificates of insurance, which list all applicable endorsements, shall be provided to the University upon request and by mail to IHL via the following: Rise Management, Mississippi Institutions of Higher Learning, 3825 Ridgewood Road, Jackson, MS 39211.

4.6 All policies of insurance required by this Agreement shall be with insurers rated by A M Best as A VIII or greater, and such insurers must be licensed or authorized to provide insurance in the State of Mississippi.

## ARTICLE 5. REPORTING

5.1 As set forth in Section 2.6 of this Agreement, the Foundation shall, by December 1 of each year during this Agreement, submit to the University's chief financial officer and to the IHL its annual audited financial statements for the prior fiscal year. Such submission shall also include a list of Foundation officers, directors or trustees. The Foundation shall submit an annual report providing a detailed list of any supplemental compensation which was provided to the University for the purpose of providing any additional compensation to administrators, faculty or other University employees, it being agreed that any such payments shall only be made through the University's payroll system and with University President's approval. Understanding that no form of additional compensation may be underwritten for the University President or for any IHL system office employee without IHL approval, the Foundation shall also provide documentation of approval from the IHL of any supplemental compensation provided to the University President or provided to the University for purposes of supplementing the President's salary.

5.2 In order to facilitate transparency, the Foundation shall also maintain on its website, for public and University inspection, a copy of this Agreement along with its annual report and other documents related to the Foundation's mission and operations.

5.3 The Executive Director of Development and Alumni shall submit to the President of the University and the IHL a signed certification statement annually, before January 31 of each year, which affirmatively states that the Foundation has examined its donor records and business transactions occurring during its fiscal year ending within the prior calendar year, and that to the best of its knowledge, there is no evidence that

any Reportable Events occurred, other than those which have been duly reported to the President of the University and the IHL, as required above. The President of the Foundation shall reaffirm that, in the event he/she becomes aware of any such Reportable Events, the President of the Foundation will immediately notify, in writing, the President of the University.

## ARTICLE 6. TERMINATION AND RENEWAL

6.1 This Agreement is set to expire on March 31, 2025, if not renewed by mutual consent of the parties before that date.

6.2 The Agreement may be terminated by the President with the prior approval of the IHL Board for specified material non-compliance with or breach of the Affiliation Agreement or applicable policies of the University or IHL. In such cases, the President must provide the affiliated entity ninety (90) days notice and work with the staff and Foundation Board in that period to cure the breach in advance of termination.

6.3 Upon termination and non-renewal of this Agreement, the Foundation (1) shall cease to use and shall not assign or delegate the authority to use the University's name or registered marks or logos to any person or entity without the written approval of the University President, (2) shall remit any and all unrestricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (3) shall work in concert with its donors, to the extent practicable and allowed by law, to move any restricted funds held for the benefit of the University to such entity as designated in writing by the University President on behalf of the University, (4) shall work in concert with persons or entities with which it had contractual relations to the extent practical and allowed by law, to assign any contracts to such entity as designated by the University President; and (5) shall provide the IHL, the University, or any entity designated by the IHL or President with any records, accounts, or other materials requested by the President or IHL subject to appropriate restrictions set forth in a confidentiality agreement as to protection of confidential or trade secret information.

6.4 The governing documents of the Foundation will provide that upon dissolution of the Foundation all of its assets will be transferred to the University for one or more public purposes exclusively for the use and benefit of the University or another entity identified by the President and approved by the IHL Board or identified by the IHL Board for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code or the corresponding section of any future tax code provided

such purposes are exclusively for the use and benefit of the University and that any exceptions to this requirement be approved by the IHL Board.

## ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 This Agreement shall be construed, governed, interpreted and applied in accordance with the laws of the State of Mississippi.

7.2 The parties agree that the Foundation is not an agent or employee of the University, and nothing in this Agreement creates an employment or other agency relationship between the parties.

7.3 Neither the University nor the Foundation shall have any liability for the obligations, acts, or omissions of the other party.

7.4 The parties agree that the Foundation is a private, independent entity and, as such, is not governed by the IHL, but rather has its own governing Board of Directors. Accordingly, to the extent permitted by the laws of the State of Mississippi applicable to a public institution of higher learning, each party to this Agreement shall be responsible for its own obligations, acts or omissions. The parties further agree that although the Foundation may provide perquisites and supplemental compensation to some University employees, the Foundation is doing so at the direction of the University under this Agreement. The Foundation and the University agree that the Foundation is not the employer of any University employees and does not control, direct or supervise the work of any University employees.

7.5 The University and Foundation agree that the Foundation's donor and giving records and any other financial or commercial information possessed by the Foundation or provided by the Foundation financial support are confidential and proprietary. Except for the provisions of Section 2.12 above, unless required to disclose such information by applicable law, the University and Foundation agree not to disclose to third parties and to keep confidential the giving records, giving history and financial or commercial information of individuals and corporations that provide financial support to the Foundation.

7.6 In performance of this Agreement, the Foundation shall not deny employment opportunities to any person on the basis of race, color, religion, ethnicity, sex, age, disability, veteran's status, or any other category protected by law. The Foundation agrees to comply with all non-discriminatory laws and policies that the University promulgates and to which the University is subject.

7.7 The parties hereto acknowledge that this Agreement sets forth the entire agreement and understanding of the parties hereto as to the subject matter hereof, and shall not be subject to any change or modification except by the execution of a written instrument subscribed to by the parties hereto.

7.8 The provisions of this Agreement are severable, and in the event that any provisions of the Agreement shall be determined to be invalid or non-enforceable under any controlling body of the law, such invalidity or non-enforceability shall not in any way affect the validity or enforceable nature of the remaining provisions hereof.

7.9 The failure of either party to assert a right hereunder or to insist upon compliance with any term or condition of the Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other party.

7.10 This Agreement shall not be assigned or otherwise transferred by either party without the prior written consent of the other, which consent shall not be unreasonably withheld.

7.11 The Foundation's obligations pursuant to this Agreement shall also extend, as applicable, to any entity it owns or controls, with the exception of a special purpose entity pursuant to Section 3.2 of this Agreement.

7.12 The Executive Director of the Foundation shall be the Chief Development Officer of the University and is appointed by the President of the University. The Executive Director oversees, coordinates, and evaluates the work of the office of Development and Alumni Relations to ensure effective operation. The Executive Director shall be charged with the daily operation of the Foundation, which shall from time to time comprise such duties and obligations as authorized by the Board of Directors of the Foundation or the Chairman of the Board. In the event of vacancy in the office of the Executive Director, the President of the University, in consultation with the Foundation Board, shall appoint an Interim Executive Director of the Foundation until such time as the position is filled. However, hiring, assessment, compensation and termination decisions related to the Executive Director are made by the President.

## ARTICLE 8. NOTICE

8.1 Any notice to either party hereunder shall be in writing signed by the party given it, and shall be deemed given when mailed postage prepaid by U.S. Postal Service first class, certified or overnight mail, or when sent by Federal Express or a comparable service, or hand-delivered, when addressed as follows:

To the University:  
President Nora Miller  
Mississippi University for Women  
1100 College Street, MUW-1600  
Columbus, MS 39701

To the Foundation:  
Dr. Jayne Perkins-Brown  
Chair, Board of Directors  
MUW Foundation  
1100 College Street, MUW-1618  
Columbus, MS 39701

or to such other addressee as may be hereafter designated by written notice.

## ARTICLE 10. CYBERSECURITY

10.1 The Foundation shall be responsible for establishing and maintaining an information security program that is designed to: (a) ensure the security and confidentiality of data transmitted by the University to the Foundation or data otherwise obtained by the Foundation from or about the University (“University Data”); (b) protect against any anticipated threats or hazards to the security or integrity of University Data, and (c) protect against unauthorized access to or use of University Data that could result in substantial harm or inconvenience to the University or any of its stakeholders. The Foundation shall establish, employ and at all times maintain physical, technical and administrative security safeguards and procedures sufficient to prevent any unauthorized processing of and/or use, access, alteration, disclosure, erasure, copying, exhibition, transmission, or destruction of University Data while such information is in the Foundation’s possession or control and will ensure that such information is not processed in other ways contradictory to privacy and/or data protection laws. The Foundation will maintain sufficient procedures to detect and respond to security breaches involving University Data and will inform the University immediately when it suspects or learns of malicious activity involving University Data, including an estimate of the activity’s effect on the University and the correction action taken. Such procedures shall include, but not be limited to, logging of all access to confidential or sensitive data, use of firewalls for all external data connections, and timely implementation of updates and patches.

10.2 At a minimum, the Foundation’s safeguards for the protection of University Data shall include: (a) limiting access to University Data to authorized personnel of the Foundation and utilizing policies that promote the least internal access; (b) securing

business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (c) implementing network, device application, database and platform security; (d) securing information transmission, storage and disposal; (e) implementing authentication (two-factor or more secure method) and access controls within media, applications, operating systems and equipment; (f) encrypting (with AES-256 bit or better encryption) University data stored on any mobile media; (g) encrypting University Data transmitted over public or wireless networks; (h) strictly segregating University Data from information of the Foundation so that University Data is not commingled with other types of information; (i) implementing appropriate personnel security and integrity procedures and practices, including but not limited to, conducting background checks consistent with applicable law; and (j) providing appropriate privacy and information security training to Foundation employees.

10.3 The Foundation must obtain the written approval of the University before subcontracting any portion of this Agreement. All subcontracts shall incorporate the terms of this Agreement so as to require subcontractors to meet or exceed the Foundation's security obligations, including all data security requirements. IN WITNESS WHEREOF, the University and the Foundation, acting through the President of the University and the Chair of the Board of Directors of the Foundation and the Executive Director of the Foundation, respectively, execute this Agreement on \_\_\_ day of \_\_\_\_\_, 2020.

MISSISSIPPI UNIVERSITY FOR WOMEN

By: (signed)  
President Nora Miler  
Date: 9/13/2021

MISSISSIPPI UNIVERSITY FOR WOMEN FOUNDATION

By (signed)  
Jenny Katool, Chair, Board of Directors  
Date: 9/1/2021

By: (signed)  
Andrea N. Stevens, Executive Director of Development and Alumni  
Date: 9/1/2021