

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
REGENTS OF THE UNIVERSITY OF MINNESOTA  
AND  
UNIVERSITY OF MINNESOTA RETIREES ASSOCIATION**

This Memorandum of Understanding (hereinafter "**Agreement**") is made and entered into this 28<sup>th</sup> day of March, 2017 (the "**Effective Date**"), by and between **Regents of the University of Minnesota**, a constitutional corporation under the laws of the State of Minnesota, acting on behalf of its Office of the Provost (the "**University**"), and **University of Minnesota Retirees Association**, a Minnesota nonprofit corporation ("**UMRA**") (individually, a "**Party**" and jointly, the "**Parties**").

RECITALS

WHEREAS, UMRA is a dues-paying, membership organization dedicated to connecting retired faculty and staff (P&A, Civil Service, & Bargaining Unit employees) of the University and their spouses in lifelong, mutual support of the University and each other; and

WHEREAS, UMRA is separately incorporated from and legally independent of the University; and

WHEREAS, the University recognizes and supports UMRA, through an agreement with the Office of University Relations regarding office space, through an agreement with the Associate Vice Presidents Office of Research regarding the administration of professional development grants to retirees as well as with the Provost Office for funding of said grants, and with the University Library System for incorporating the research reports of said grants into their permanent collection, and

WHEREAS, the University recognizes and supports the contributions of the Journal of Opinions, Ideas and Essays (JOIE), an on-line journal sponsored by UMRA, through the University Libraries' "Open Scholarship & Publishing Services" platform, and

WHEREAS, the University President's Office supported UMRA through contributing funds towards the costs of hosting annual meetings of the Big Ten Retirees Association and the Association of Retirement Organizations in Higher Education (AROE) at the University in 2014; and

WHEREAS, the University of Minnesota Foundation benefits from contributions made by University retirees who desire to give back and support the missions of the University, and

WHEREAS, the University recognizes the contributions of UMRA has made and will make to the mission of the University through educational outreach programs on campus and in the community and through communications to the legislature and beyond; and

WHEREAS, the Parties desire to enter into this Agreement to more formally set forth the terms of their strategic relationship.

NOW, THEREFORE, the Parties agree that:

1. **Strategic Mission and Program Relationship** Under this Agreement, the Parties hereby establish a strategic mission and program relationship that is intended to support and further their respective missions, goals and programs. The Parties expect to collaborate during the term of this Agreement on

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activities to better ensure that:

UMRA's initiatives are aligned with the University's strategic plan and mission;

UMRA may work with appropriate collegiate unit staff at the University to coordinate retiree planning and programming;

UMRA will actively engage University retirees and friends in support of the University;

UMRA will maintain an active and engaged dues-paying retiree membership; and

UMRA will maintain a program of activities for its members that enrich retirees' intellectual and social life and provide opportunities for retirees to maintain active participation in, and support for, the mission of the University.

**2. Governance, Representation, and Coordination** To better ensure alignment between the University and UMRA's missions, goals and programs, the Parties agree that:

- a. UMRA is and shall continue to be separately governed and independent from the University. UMRA's Board of Directors shall establish, implement, adhere to, and enforce policies and practices intended to ensure that UMRA adheres to sound corporate governance and management.
- b. Throughout the term of this Agreement, UMRA shall cause its bylaws to grant to the individual holding the position or office of the Executive Vice President and Provost (or her/his designee) of the University a right to attend regular and special meetings of the UMRA Board of Directors as an observer. UMRA shall cause notices of each regular or special meetings of the UMRA Board of Directors (including copies of all written materials delivered to directors) to be delivered to the University to the address provided in this Agreement and to the observer until the University otherwise directs. The individual observing a meeting of the UMRA Board of Directors shall not be deemed a UMRA director and shall not have the rights, privileges, obligations or liabilities of a director.
- c. UMRA has a significant interest in understanding the University's mission, priorities, goals, programs, and activities. The Parties expect the President of UMRA and other senior officers (the UMRA executive committee, the Council of Past Presidents, and the Board of Directors of UMRA), and the Provost and other senior officials of the University to maintain close cooperative relationships in furtherance of the University's and UMRA's missions.

## 3. Shared Resources

- a. *Information Technology.* Throughout the term of this Agreement, the University shall provide UMRA access to the University's computing services and network in conformance with the University's policies. UMRA shall comply with the University's rules and regulations, including, but not limited to, security protocols relating to such access.
- b. *Names, Marks, and Images.* UMRA shall have the right and license to use the University's name, seal, marks, mascot, architectural icons, and logos in connection with its activities and in conformance with the University's policies. UMRA may not assign or sublicense its rights under this section without the prior written consent of the University.
- c. *Financial Accounts.* The parties agree that UMRA will maintain its separate financial account for its

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membership dues, other revenue, and operating expenses.

- d. *Public Data.* To the extent allowed by law the University will provide UMRA upon request with contact information on University employees who have separated from the University so that UMRA can contact them about their organization and provide membership information. UMRA and the University agree to cooperate with each other to inform employees about UMRA through such efforts as the open enrollment fairs, providing brochures through benefits counsellors, and including UMRA materials in the Encore Program.

## 4. Term, Modification, and Termination

- a. The term of this Agreement shall commence on the Effective Date and shall continue indefinitely until terminated.
- b. Upon the written request of a Party or upon the third (3rd) anniversary of the Effective Date and every three (3) years thereafter, the Parties, in a mutually agreeable manner, shall review the terms of this Agreement for the purpose of determining whether amendments are appropriate.
- c. Either Party may terminate this Agreement by delivering to the other Party a written notice of termination at least one (1) year prior to the effective date of termination. In the event of termination, the Parties shall confer concerning the terms of a new agreement with respect to UMRA's status.

## 5. General Provisions

- a. *Prior Understandings.* Except as specifically set forth herein, nothing in this agreement shall affect existing agreements between the parties.
- b. *Amendment.* The Agreement may be amended at any time only pursuant to a written agreement of the Parties.
- c. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota.
- d. *Assignment.* Neither Party shall have the right to assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party.
- e. *Third-Party Beneficiaries.* No provision of this Agreement, express or implied, is intended to confer upon any person other than the parties to this Agreement any rights, remedies, obligations, or liabilities hereunder.
- f. *Notices.* All notices, requests, and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile or electronic mail (provided such delivery is confirmed), or by United States mail, first-class, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

To the University:  
Office of the Executive Vice President and Provost (Vice Provost for Faculty Affairs)  
University of Minnesota  
234 Morrill Hall  
100 Church Street SE  
Minneapolis, Minnesota 55455


**Execution**

To UMRA:  
President  
University of Minnesota Retirees Association  
McNamara Alumni Center, Room 264  
200 Oak Street SE  
Minneapolis, Minnesota 55455-2040


- g. *Relationship of the Parties.* In entering into, and performing their duties under this Agreement, the Parties are acting as independent contractors and independent employers. No provision of this Agreement creates or is to be construed as creating a partnership, joint venture, or agency relationship between the Parties. Each Party is legally independent of the other. No Party has the right to direct the actions of or otherwise control the other Party. No Party has the authority to act for or bind the other Party in any respect.

IN WITNESS WHEREOF, the University and UMRA have duly executed, delivered and entered into this Memorandum of Understanding as of the Effective Date.

**Regents of the  
University of Minnesota**

By:   
Karen Hanson  
Executive Vice President and Provost 04/06/17

**University of Minnesota Retirees Association**

By:   
Donna Peterson  
03/22/17