UTSA RETIRED FACULTY ASSOCIATION
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is between The University of Texas at San Antonio (“University”), an institution of higher education of the State of Texas, and the UTSA Retired Faculty Association (“Association”), an unincorporated association and affiliated organization.

WHEREAS, a group of retired faculty from the University have come together as volunteers with the desire to create a Retired Faculty Association;

WHEREAS, the purpose of the Association is to provide retired faculty a mechanism to stay connected to UTSA and further UTSA’s mission;

WHEREAS, the University and the Association have determined that it is mutually advantageous to establish their relationship; and

WHEREAS, the Association desires to be recognized as an affiliated organization under the oversight of the Office of the Provost.

NOW THEREFORE, for and in consideration of the mutual promises and covenants expressed herein, the parties agree as follows:

I.
This Memorandum of Understanding shall be effective upon execution by the parties hereto and shall remain in effect from year to year unless either party shall give the other two (2) months written notice that the Memorandum of Understanding shall terminate at the end of the University’s next fiscal year.

II.
To support the educational programs of the University and enhance the University’s ability to perform its mission and role as an educational institution, the Association will:

1. Represent retired faculty at University faculty functions and activities;
2. Enhance communication about retired faculty activities and accomplishments to the University community;
3. Acknowledge and celebrate University’s student achievement through faculty-supported awards and scholarships;
4. Provide feedback to University officials on a variety of issues relevant to the Association and its members;
5. Have its volunteers act as ambassadors to the community on behalf of the University;
6. Act as a source for social and professional networking for retirees;
7. Provide volunteer service based on the expertise of retired faculty;
8. Assist with the ongoing documentation of the University’s history;
9. Be accountable to the University including periodic reporting, as requested by the Advancement Office and the Provost regarding planned events, fundraising or membership dues and related metrics;

Revised August 12, 2011
10. Purchase special event insurance or pay any additional costs incurred by University due to Association events or activities; and
11. Cooperate with the University for audit purposes upon request.

III.

University will:

1. Subject to University policies & procedures, maintain current records relating to retired faculty and make information from such records available to the Association for membership recruitment and organized activities that support the programs of the University as provided for in this Memorandum of Understanding;
2. Establish and maintain administrative support and oversight as needed from time to time under the administrative authority of the Provost to work with the members of the Association to develop and implement mutually agreed-upon programs and activities pursuant to this Memorandum of Understanding;
3. Provide the services of the Office of the Vice President of University Advancement, as practicable, either in an advisory role or as a service provider, to Association in fundraising, membership recruitment, stewardship and facilitation of scholarship and/or endowment activities;
4. Provide meeting space from time to time as requested through the Provost’s Office;
5. Allow the Association to make other use of university services or facilities only with prior authorization according to university policies and procedures; and
6. Establish university account(s) for the program under the oversight of the Provost’s Office according to university rules and regulations.

IV.

Neither the Association nor its members shall use the logos or marks of the University unless such use has been authorized in accordance with the Trademark Policy of the Board of Regents of the University of Texas System. Any request for such use and approval shall be made through the Office of the Vice President of University Advancement, department of University Marketing.

V.

The Association may use the University’s name only in the following circumstances and shall in no manner, either implied or explicit, indicate that the Association is a partnership or joint venture of the University.

1. To indicate and require that all members were previously employed at the University;
2. In the name of their organization;
3. To solicit donations;
4. To recruit members; and
5. To promote attendance at Association events, activities and programs.

Revised August 12, 2011
VI.

This Memorandum of Understanding constitutes the entire agreement between the parties with regard to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the items of this Memorandum of Understanding. No amendment to this Memorandum of Understanding will be effective unless reduced to writing and signed by an authorized representative of each party.

VII.

The validity, interpretation, performance, and enforcement of this Memorandum of Understanding will be governed by the laws of the State of Texas to be effective as of the date first written above.

Approved:

Kerry Kennedy, Vice President of Business Affairs

Marjie French, Vice President of University Advancement

John H. Frederick, Provost

THE UNIVERSITY OF TEXAS AT SAN ANTONIO

By: Ricardo Romo, President

Date: 8-29-11

THE RETIRED FACULTY ASSOCIATION

By: Marian Martinello, President

Date: 9/1/2011