AFFILIATION AGREEMENT

THIS AGREEMENT is made and entered into between The Board of Trustees of The University of Alabama, a public educational and constitutional instrumentality of the State of Alabama, incorporated by statute (herein, the "Board"), for and on behalf of The University of Alabama (herein, the "University"), and National Alumni Association of The University of Alabama, an Alabama non-profit corporation (herein, the "Association").

WITNESSETH:

WHEREAS, the Association has been established and organized exclusively for educational, scientific, and charitable purposes, and specifically to assist and aid The University of Alabama in fulfilling and performing its educational, training, and research programs; and

WHEREAS, the Association has need of certain services and facilities, which the University is able to provide; and

WHEREAS, the parties believe that an arrangement under which such services are provided would facilitate the Association's carrying out of its purposes and would be in the best interest of both parties; and

WHEREAS, the parties have negotiated the terms and conditions for such an arrangement and are desirous of reducing the same to writing:

NOW, THEREFORE, in consideration of the mutual promises and covenants herein set forth, and other good and sufficient consideration, it is agreed by and between the parties as follows:

1. Association Purpose. The primary mission and purpose of the Association is promoting and encouraging a continued interest in and loyalty to The University of Alabama.

2. Financial Services. The University, through the Office of the Vice President for Financial Affairs and Treasurer, shall provide the Association the personnel and facilities necessary to assist in collecting, dispersing (either as an expenditure or transfer), and reporting on all funds of the Association. Specifically and not by way of limitation, the University agrees to do the following:

   a. Assist the Association in receiving, recording, and accounting for all funds.

   b. Assist the Association in establishing appropriate accounts for accounting and reporting purposes.
c. Assist the Association in handling banking functions in conformity with the Constitution and Bylaws of the Association.

d. Coordinate with the auditor appointed by the Executive Committee of the Association.

e. Assist the Association in the preparation of all financial reports, including an annual financial report for its Executive Committee.

f. Assist the Association in communicating and coordinating with the Board of Trustees of The University of Alabama and The University of Alabama System Office with respect to the University of Alabama Pooled Endowment Fund and with any outside investment managers appointed by the Association’s Executive Committee.

g. Assist the Association in accounting for other assets, such as land and securities not managed by outside firms or individuals.

3. Development and Administrative Services. The University, through the Office of the Vice President for University Advancement and under the general direction and supervision of the President of the University, shall provide the personnel and facilities necessary to assist the Association with respect to certain development functions. Specifically and not by way of limitation, the University agrees to do the following:

a. Assist with private fundraising efforts, including but not limited to annual giving programs, capital projects, and comprehensive campaigns.

b. Receive and report gifts, pledges, and bequests in accordance with nationally accepted practices; establish and administer endowment programs; and recognize donors, as appropriate.

c. Provide administrative support to the Association, as requested.

4. Use of University Trademarks. The University hereby grants to Association a non-exclusive, royalty free, revocable license to use University trademarks and indicia in connection with the Association’s purpose.

5. Remuneration. As consideration for the services provided to it by the University, as set forth herein, the Association shall promote and encourage continuing interest in and loyalty to The University of Alabama; shall provide a standardized organizational structure and coordinated programs for alumni chapters; shall promote the cultural, academic, and literary advances of its members; shall support the Board of Trustees and President, staff, faculty, and student body of The University of Alabama in their efforts to improve the institution; shall support the University of Alabama by encouraging alumni and friends to generously support The University of Alabama by gifts, devises, and bequests; shall organize and promote a fund known as the University of Alabama Alumni Fund for the use and benefit of The University of Alabama and for this Association; and shall provide such other services, activities, and benefits to The
University of Alabama consistent with the purposes of the Association. The University and Association shall maintain such records as may be reasonably necessary to document and support the remuneration agreed to hereunder.

6. **Association Reporting, Accounting and Audit Responsibilities.** The Association will annually obtain and provide to the University audited financial statements prepared in accordance with GAAP. The Association will also cooperate with the University in the preparation of IRS Form 990. As appropriate, the Association will comply with the provisions of Board of Trustees Rule 411 regarding Minimum Standards, Acceptance, and Reporting of Gifts and Use of Gift Revenue.

7. **Conflict of Interest Policy.** The Association will adopt a policy for the reporting and managing of conflicts of interest.

8. **Term.** The initial term of this Agreement shall be a period of three (3) years, beginning October 1, 2013, and continuing through September 30, 2016. Unless terminated by either party by written notice to the other given not less than ninety (90) days prior to the anniversary date, this Agreement shall continue automatically for one or more renewal terms of three (3) years each, without limitation. The non-exclusive license to use University trademarks and other indicia shall expire upon any termination of this Agreement.

9. **Dissolution.** Upon dissolution of the Association, all Association assets shall be distributed to the University.

10. **Assignment.** This Agreement may not be assigned by either party without the express written consent of the other.

11. **Relationship of the Parties.**

   a. This Agreement shall not create the relationship of agency or employment between the parties, but each shall be considered an independent contractor with respect to the other.

   b. Except as provided in paragraph 1 above, nothing contained in this Agreement shall be understood or construed to allow the University to interfere in any way with or intrude upon the prerogative of the Executive Committee and/or Alumni Council of the Association to control and manage its activities and affairs.

   c. This Agreement is premised upon the separate corporate identities of the parties, and the services provided hereunder shall at all times be carried out, and the relationship between the parties established hereunder shall at all times operate, in a manner that is fully consistent with the parties' separate identities. Neither the University nor the Association shall have any liability for the obligations, acts, or omissions of the other party. All accounts, documents, and other records of the Association maintained by the University under this Agreement shall retain their character as Association accounts.
documents, and records, shall be kept confidential by the University, and shall not be subject to public inspection.

d. The parties acknowledge that certain employees of the University may serve from time to time as corporate officers of the Association. No University employee serving as an Association officer shall receive or be entitled to receive any compensation from the Association for services performed as an officer of the Association, except that such individual shall be entitled to reimbursement from the Association for actual expenses incurred in the discharge of his/her duties as an officer of the Association. The parties further acknowledge that the Association has no employees, and nothing contained in this Agreement shall be understood or construed as creating an employment relationship between any University employee and the Association. University personnel who provide services under this Agreement do so solely in their capacity as University employees and not as employees or agents of the Association. Moreover, the parties agree that the remuneration paid by the Association to the University under this Agreement shall not constitute nor be construed to be compensation to any University employee for services rendered to the Association as an officer thereof.

12. Liaison. The Vice President for Financial Affairs and Treasurer of the University shall serve as the principal contact for the liaison with the Association with respect to the financial services provided to the Association hereunder. The Vice President for University Advancement of the University shall serve as the principal contact for and liaison with the Association with respect to the development and administrative services provided to the Association hereunder.

13. Standard of Performance. The University shall exercise reasonable care and devote its best efforts to the performance of its duties under this Agreement.

14. Guidelines. The parties agree to comply with and follow any guidelines adopted by the Association and any amendments or additions that may from time to time be made thereto. To the extent such Guidelines conflict with the terms of this Agreement, the terms of this Agreement shall prevail. Nothing in the Guidelines shall be deemed or construed to diminish the authority of the President of the University to coordinate and support the fundraising activities of the Association.

15. Entire Agreement. This Agreement states the entire contract between the parties with respect to the subject matter hereof and merges herewith all statements, representations, and covenants previously made. Any other agreements, including prior Affiliation Agreements, not incorporated herein are hereby replaced and superseded by this Agreement and are void and of no effect.

16. Amendments. Any changes, modifications, and amendments to this Agreement must be reduced to and approved in writing by both parties.
IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement, in duplicate original, by their duly authorized officers on the dates indicated below.

THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ALABAMA, FOR AND ON BEHALF OF THE UNIVERSITY OF ALABAMA

BY: [Signature]
ITS: Vice President for Financial Affairs and Treasurer
DATE: 1-31-2014

NATIONAL ALUMNI ASSOCIATION OF THE UNIVERSITY OF ALABAMA

BY: Charles R. Schaffa
ITS: President
DATE: January 31, 2014