1. The Foundation will be governed, in accordance with its bylaws as amended from time to time, by its Board of Directors. The Foundation and the University are each independent entities and neither shall have any liability for the obligations, acts or omissions of the other party, or of the other’s inspection, directors, officers, employees and agents.

1.2. The Foundation and the University are each independent entities and neither shall have any liability for the obligations, acts or omissions of the other.

1.3. The Foundation will be governed, in accordance with its bylaws as amended from time to time, by its Board of Directors. The Foundation and the University are each independent entities and neither shall have any liability for the obligations, acts or omissions of the other.

Federal law, and the discretion and judgment of the Foundation in establishing, operating, and controlling the University, are hereby declared to be the exclusive rights of the Foundation and the University. The Foundation shall have the power to retain, employ, and discharge, at its discretion, such personnel as it may determine, to conduct the affairs of the University, and to enter into any contract or agreement for the performance of any service or the provision of any facility. The Foundation shall have the power to establish, maintain, and operate the University, and to enter into any contract or agreement for the performance of any service or the provision of any facility. The Foundation shall have the power to establish, maintain, and operate the University, and to enter into any contract or agreement for the performance of any service or the provision of any facility. The Foundation shall have the power to establish, maintain, and operate the University, and to enter into any contract or agreement for the performance of any service or the provision of any facility.

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Section 106(e) of the Internal Revenue Code of 1986, as amended, and any similar provisions of the Code, is applicable to the Foundation and the University. The Foundation shall have the power to establish, maintain, and operate the University, and to enter into any contract or agreement for the performance of any service or the provision of any facility. The Foundation shall have the power to establish, maintain, and operate the University, and to enter into any contract or agreement for the performance of any service or the provision of any facility. The Foundation shall have the power to establish, maintain, and operate the University, and to enter into any contract or agreement for the performance of any service or the provision of any facility. The Foundation shall have the power to establish, maintain, and operate the University, and to enter into any contract or agreement for the performance of any service or the provision of any facility.

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The Foundation is an independent organization that will be governed by a Board of Directors established by the University. The Board will advise the University and the Foundation on all matters relating to the management of the Foundation.

The Foundation will have the authority to enter into contracts and agreements, to raise and expend funds, to acquire and dispose of property, and to perform all other acts necessary for the accomplishment of its purposes.

The Foundation will have the power to issue securities and to borrow money to carry out its purposes.

The Foundation will have the power to solicit, accept, and administer gifts, grants, and other contributions, and to invest and expend such contributions for the purposes of the Foundation.

The Foundation will have the power to render services to the University, the School of Law, and the Foundation, and to charge fees for such services.

The Foundation will have the power to enter into agreements with other organizations for the purpose of creating and operating programs in conjunction with the University.

The Foundation will have the power to own, operate, and manage real property and personal property.

The Foundation will have the power to borrow money and to issue bonds and other obligations.

The Foundation will have the power to sue and be sued in its own name.

The Foundation will have the power to levy and collect taxes, fees, and other assessments.

The Foundation will have the power to make gifts, grants, and other contributions.

The Foundation will have the power to purchase, lease, and dispose of real property and personal property.

The Foundation will have the power to enter into contracts and agreements.

The Foundation will have the power to adopt bylaws and to amend them from time to time.

The Foundation will have the power to establish, maintain, and operate programs and activities.

The Foundation will have the power to employ and discharge personnel.

The Foundation will have the power to establish and maintain a system of internal controls.

The Foundation will have the power to adopt policies and procedures.

The Foundation will have the power to adopt and enforce rules and regulations.

The Foundation will have the power to delegate authority and to conduct its business and affairs.

The Foundation will have the power to make financial reports and statements.

The Foundation will have the power to make and receive gifts, grants, and other contributions.

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The Foundation will have the power to render services to the University, the School of Law, and the Foundation, and to charge fees for such services.
Following powers shall be accorded to the Foundation in the management of the endowed fund assets and shall also have the power to appoint the Foundation's slate of investment managers:

4.0 Investment of Funds

University endowment funds, in accordance with University policies and regulations, shall be invested in accordance with the following:

1. The University and Foundation shall enter into a separate Endowment Management Agreement, dated

3.5

4.0

5. The Foundation will provide receipts and acknowledgments, as required by the Code, for all

3.2 The Foundation will make the best efforts to ensure that any funds received by the Foundation and used for the support of the University, including gifts that will be assets of the University,

3.3 The Foundation will be responsible for coordinating University and Foundation activities related to the University's endowment funds, and shall make sure to ensure that any funds received by the Foundation and used for the support of the University, including gifts that will be assets of the University,

3.1 The Foundation shall make the best efforts to ensure that any funds received by the Foundation and used for the support of the University, including gifts that will be assets of the University,

2.4 Athletics and Student Services, and the University and Foundation shall jointly develop and maintain

1.0 Acceptance and Revocation of Gifts

The University and Foundation shall agree to make no contribution to a third party on behalf of the other,

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4.1 The Foundation is committed to the protection of the University's endowment assets.

4.2 The Foundation's current endowed investment policy aims to preserve sufficient liquidity and generate a reasonable endowment growth rate.

4.3 The Foundation's current non-endowed investment policy aims to provide sufficient liquidity and enable benchmarks to be achieved in the SOW.

4.4 The Foundation also agrees that it will act as the University's agent for gifts of securities or other non-cash gifts that are donated to the University within the Stock Option Program, with the intention to be liquidated.

4.5 The Foundation will maintain such reasonable operating reserves as it determines appropriate to ensure continuity of its business operations in periods of economic uncertainty.

4.6 The Foundation will maintain such reasonable operating reserves as it determines appropriate to ensure continuity of its business operations in periods of economic uncertainty.
The University, in order to assist the University in performing its responsibilities, the Foundation agrees to report annually to the University on a semi-annual basis, a summary of all expenditure reports of all unincorporated affiliated bodies.

4.5 The Foundation agrees to provide to the University, on a semi-annual basis, a summary of all expenditure reports of all unincorporated affiliated bodies.

4.6 The Foundation agrees to provide to the University, in its report responsibilities, the Foundation agrees to report annually to the University on a semi-annual basis, a summary of all expenditure reports of all unincorporated affiliated bodies.

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Provision of University’s Facilities: The University will provide its facilities and services to the employees of the Foundation who are engaged in the Foundation’s programs and purposes. The University’s facilities and services will be available to employees of the Foundation for the purpose of carrying out the Foundation’s activities.

Financial Liabilities: The University will provide financial support on a reimbursable basis. The Foundation will reimburse the University for all expenses incurred in the performance of its duties.

Reimbursement: The Foundation will reimburse the University for all expenses incurred in the performance of its duties. The reimbursement will be determined on a case-by-case basis and will be based on the University’s standard billing and accounting practices.

6.2 University will also provide the following in-kind support without fee charge or additional compensation or reimbursement:

- Employees of the Foundation’s programs or services who are engaged in the Foundation’s activities.
- University’s facilities and services available to employees of the Foundation for the purpose of carrying out the Foundation’s activities.
HFAA. Applicable provisions of law, including, without limitation, the applicable provisions of PERA and
applicable provisions of law, including, without limitation, the applicable provisions of PERA and
accomplishing the purposes provided for shall, subject to constitutional requirements established by
accomplishing the purposes provided for shall, subject to constitutional requirements established by
law.

The Foundation may release information to third parties exclusively for the purpose of
The Foundation may release information to third parties exclusively for the purpose of
establish and enforce policies to protect the confidentiality of its records to the fullest extent allowable by
establish and enforce policies to protect the confidentiality of its records to the fullest extent allowable by
law. Any such Foundation information records, documents, or other materials
law. Any such Foundation information records, documents, or other materials
provided to the Foundation will not be subject to disclosure pursuant to COGN. ST. ART. 1-210. The Foundation will
provided to the Foundation will not be subject to disclosure pursuant to COGN. ST. ART. 1-210. The Foundation will
include, but not limited to donors records, gift records, financial records, or other Foundation business
include, but not limited to donors records, gift records, financial records, or other Foundation business
information which may have been derived from or related to information initially provided to the
information which may have been derived from or related to information initially provided to the
University. The University acknowledges and agrees that it does not have any ownership rights with respect
University. The University acknowledges and agrees that it does not have any ownership rights with respect
which the Foundation will establish and maintain data integrity standards.
which the Foundation will establish and maintain data integrity standards.

7.1. The Foundation will maintain appropriate financial and business records related to foundation.
7.1. The Foundation will maintain appropriate financial and business records related to foundation.

7.2. The University acknowledges and agrees that it does not have any ownership rights with respect
7.2. The University acknowledges and agrees that it does not have any ownership rights with respect

7.3.

7.0. Oversight and Management of Records

Oversight and Management of Records

6.3. Except as otherwise provided herein or agreed to by the parties, the Foundation will maintain the
6.3. Except as otherwise provided herein or agreed to by the parties, the Foundation will maintain the
record and other matters consistent with University's restrictions applicable to University departments.
record and other matters consistent with University's restrictions applicable to University departments.

7.2. The University agrees that the University shall, in connection with its
7.2. The University agrees that the University shall, in connection with its
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8.2 The Foundation will perform the University’s OACE to Order, if so directed, in good faith.

8.3 The Foundation will provide a copy of each and every report and completed report to CONN. GEN. STAT. § 4-371 at 8:4: and the Foundation will perform examinations for compliance with CONN. GEN. STAT. § 4-307 e a & b, and the University and Foundation shall produce a post-deposal review of any files including reviewing documents, files, records, and any other information that the University or the Foundation determine is necessary for performance of their obligations under this Agreement.

8.4 The Foundation shall have its own legal counsel and shall be responsible for all costs for

8.5 Audits and Legal Advice

Audit and Legal Advice (8) of the University’s Office of General Counsel at the University’s

8.7.2 The Foundation agrees to report any violations of the requirements of this Agreement to the University’s General Counsel at the University’s Office of General Counsel at the University’s. The Foundation is aware of and supports the University’s, in accordance with such agreements.

8.8.1 In instances where the Foundation determines that disclosure is required to prevent future abuse or other adverse outcomes, the Foundation will share such disclosure information with the parties in a manner

8.9.1 Patient Information to Prevent Future Abuse or Other Adverse Outcomes

8.9.2 The Foundation agrees to provide such Patient Information to each third-party directly, the Foundation agrees that if any third-party will receive Patient Information, such delivery must be consistent with any third-party that will receive Patient Information. (1) to enter into a data use and

8.9.3 Without limiting the foregoing, the Foundation agrees that (1) no third-party that will receive Patient Information shall include any patient identifiable health information in such delivery such delivery shall include any patient identifiable health information in such delivery such delivery shall include any patient identifiable health information in such delivery
Insurance of Guarantees.

Strike mediante, but not limited to, mechanics, subcontractors, grantees, lessees, improvements in real property, or which is therein contained in which or in part by the

Commission of Labor of a building, highway, or other change or

than a minority of the commission, referendum, consultation, convention, exhibition,

lump or corruption and the state of any political subdivision of the State other

(a) "public works contract" means any agreement between any individual

subsection (a) of Commission General Laws § 32-42.1, and

enterprise, and (2) who have the power to direct the management and policies of the

parens, (1) who are active in the daily affairs of the

having any of more such disorders,

Diagnostic and Statistical Manual of Mental Disorders" (American Psychiatric Association, 5th Edition) and

"mental disability" means one or more mental disorders as defined in the

Constitution, which, separated or divorced;

(A) "mental illness" means any single, marked and recognized by the State of

not be sufficient to compel the person to comply with such regulations;

additional or subsequent efforts which is determined that such initial efforts will

not be sufficient to compel the person to comply with such regulations and

reasonableness, and

would exercise in the performance of legal duties and obligations,

"good faith" means the degree of difference which a reasonable person

income and expenses.

incorrectly held, part of a person's core ideology or not being associated with

stem of the gender-related identity, consideration and confirmation of the

by providing evidence including but not limited to medical history, one or

behavior is different from that traditionally associated with the person's

appearance of behavior, whether or not the gender-related identity, appearance or

"gender identity of expression" means a person's gender-related identity,

Conversion of Gender

Conversion and "Conversion", and include any successors or assign of the

Conversion and "Conversion", and include any successor or assign of the

Oppositions:

"Commission" means the Commission on Human Rights and

Non-discrimination and Executive Officers.

References in this section to "Commission, shall mean this "Master Agreement" and references to
and suppliers of materials on such public works projects.

contract is a public works contract, the contractor agrees and warrants that he will

the provisions of this section and Commission General Services § 45-56. If the

concerning the employer’s processes and procedures of the contractor is requisite to

by the Commission, and permit access to pertinent books, records and account,

Commission on Human Rights and Opportunities with such information requested

§§ 45A-56, 46A-56 and 46A-56r, and (f) the contractor agrees to provide the

order issued by said Commission pursuant to Commission General Services § 45A-56 and 46A-56r and with each regulation or regulation of Reclaimed

contractor agrees to comply with each provision of this section and Commission General Services § 45A-56 and 46A-56r and with each regulation or regulation of Reclaimed

Commission’s communications under this section and to post copies of the notice in

Commission (f) the contractor agrees to provide each employer of the

or on behalf of the contractor, to state that it is an “affirmative action equal

contractor agrees in all solicitations or advertisements for employment placed by

Commission (2) a contractor shall be deemed to be in order to prove disability or physical

gender identity or expression, sexual orientation, national origin, or any other factor that is not related

affirmative action in the case of that contractor or any subcontractor(s) in the event of

Commission (b) The contractor agrees and warrants that he is not 

(1) The contractor agrees and warrants that he is not 

(5) government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5) of

(4) a government, (5) a non-government or (6) an agency of a governmental agency, subject to

Commission; (4) the federal government, or (5) a government of any other state, including but not limited to a 

established in accordance with this section (as defined in Commission General Services § 1-27), (4) the federal

established in accordance with this section (as defined in Commission General Services § 1-27), (4) the federal

established in accordance with this section (as defined in Commission General Services § 1-27), (4) the federal

is not limited to any non-government described in Commission General Services § 1-27, (4) the federal

is not limited to any non-government described in Commission General Services § 1-27, (4) the federal

is not limited to any non-government described in Commission General Services § 1-27, (4) the federal

is not limited to any non-government described in Commission General Services § 1-27, (4) the federal
accounts, concerning the employment practices and procedures of the Contractor, in accordance with Human Rights and Opportunities with such information.

(4) The Contractor agrees to comply with the regulations of this section and to provide copies of the notice to each contractor, each employee, and each vendor with which such contractor has a contract or understanding.

(5) The Contractor agrees to comply with the regulations of this section and to maintain records and warrants that the performance of the Contractor.

(6) The Contractor agrees to comply with the regulations of this section and to maintain records and warrants that the performance of the Contractor.

(7) The Contractor agrees to comply with the regulations of this section and to maintain records and warrants that the performance of the Contractor.

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(49) The Contractor agrees to comply with the regulations of this section and to maintain records and warrants that the performance of the Contractor.

(50) The Contractor agrees to comply with the regulations of this section and to maintain records and warrants that the performance of the Contractor.
The term of this Agreement shall commence on July 1, 2014, subject to approval as so form by the Office of the Attorney General, and shall continue for a period of six (6) years. The term of this Agreement may be amended from time to time at the request of either party. Any such amendments shall be set forth in writing and shall require the approval of both Governing Boards and any such amendments may be assigned or delegated without the prior written consent of the other party.

10.4. This Agreement is governed by the laws of the State of Connecticut.

10.3. This Agreement is subject to the provisions of Executive Order No. 7C of Governor J. M. O. Reed, promulgated April 17, 2006, concerning contract reform. Executive Order No. 9A of Governor J. M. O. Reed, promulgated July 12, 1999, concerning contract reform. Executive Order No. 9A of Governor J. M. O. Reed, promulgated March 1, 1994. The Contractor shall include the provisions of the foregoing paragraphs in every contract.
have been imposed by donors.

an essential provision of the University of Connecticut Foundation's articles of incorporation, its bylaws, state and federal laws, and any restrictions as may
directors will in consultation with the University's, dispose of the Foundation's assets; consistent with the

Disclosures pursuant to the provisions of CONN. GEN. STAT. §1-210, and (c) the Foundation's Board of
are related by the University shall not be deemed to be public records and shall not be subject to

APPROVED AS TO FORM

HEALTH CENTER
AGREED AND CONSENTED TO BY THE UNIVERSITY OF CONNECTICUT

President, The University of Connecticut

Chair, The University of Connecticut Foundation, Inc.

Chief Financial Officer, University of Connecticut

President, Health Foundation, Inc.