AFFILIATION AGREEMENT BETWEEN JAMES MADISON UNIVERSITY AND
THE JAMES MADISON UNIVERSITY FOUNDATION, INC.

REPRESENTATIONS
The University is a Virginia public corporation. The James Madison University
Foundation, Inc. is not part of that corporation, but rather exists and operates
independently, and for the benefit of the University.

The James Madison University Foundation represents that the executive committee of the
board of directors of the Foundation was provided a copy of this affiliation agreement and
authorized the persons executing this agreement to do so on behalf of the Foundation.

The Board of Visitors represents that the officers and board members of the University
were provided a copy of this affiliation agreement and that they authorized the persons
executing this agreement to do so on behalf of the University.

PURPOSE

WHEREAS THE JAMES MADISON UNIVERSITY FOUNDATION IS
ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF VIRGINIA
AS A NOT-FOR-PROFIT CORPORATION; AND WHEREAS THE JAMES
MADISON UNIVERSITY FOUNDATION IS CONSTITUTED SO AS TO
ATTRACT SUPPORT FROM CONTRIBUTIONS, EITHER DIRECTLY OR
INDIRECTLY, AND WHEREAS THE JAMES MADISON UNIVERSITY
FOUNDATION OPERATES FOR THE PURPOSE OF PROMOTING THE
WELFARE, EFFICIENCY, SERVICE TO THE PUBLIC, AND OBJECTIVES OF
JAMES MADISON UNIVERSITY AND TO ENCOURAGE PRIVATE GIFTS OF
MONEY, SECURITIES, LAND, OR OTHER PROPERTY OF WHATEVER
CHARACTER FOR SUCH PURPOSES, AND TO THAT END TO TAKE, HOLD,
AND RECEIVE AND ENJOY ANY GIFT, GRANT, DEVISE, OR BEQUEST, FOR
THE BENEFIT OF JAMES MADISON UNIVERSITY, IN THE MANNER
DESIGNATED, FOR THE GENERAL PURPOSES AND IMPROVEMENT OF
JAMES MADISON UNIVERSITY, AND TO ACCEPT, EXECUTE, AND
ADMINISTER ANY TRUST IN WHICH IT MAY HAVE AN INTEREST UNDER
THE TERMS CREATING THE TRUST; NOW, THEREFORE, IN
CONSIDERATION OF THESE PREMISES, THE POLICY OF JAMES MADISON
UNIVERSITY AND THE ARTICLES OF INCORPORATION OF THE JAMES
MADISON UNIVERSITY FOUNDATION, THE VISITORS OF JAMES MADISON
UNIVERSITY AND THE JAMES MADISON UNIVERSITY FOUNDATION, INC.
ENTER INTO AGREEMENT AS FOLLOWS:
RELATIONSHIP BETWEEN THE JAMES MADISON UNIVERSITY FOUNDATION AND THE UNIVERSITY

1. The James Madison University Visitors designate the James Madison University Foundation to receive, acknowledge, and manage all gifts to the University.

2. The Visitors of James Madison University grant the James Madison University Foundation the use of the name, James Madison University Foundation, Inc., but the Foundation shall operate under its own seal and logotype, and shall not use the seal of the University in the promotion of its business and activities.

3. In the event that the Foundation ceases to operate for any reason, all of the Foundation’s assets shall accrue to the University for its exclusive purposes.

4. Any gift, grant, devise or bequest received by the Foundation, the income of which has not been designated by the donor for a specific purpose, may be commingled by the Foundation, for investment purposes, with funds designated for specific purposes.

5. In view of Foundation needs that may be readily met by the University through the use of its trained personnel and available facilities, the University agrees during the term of this agreement to do the following;
   a. Provide at nominal rates technology support service as well as online access to such University files as are relevant to the business and purpose of the Foundation; and
   b. Provide at nominal rates access to the University’s auxiliary services including graphics, mail service, event scheduling, and related activities.

6. During the term of this agreement, the Foundation, as independent contractor, and not as an agent of the University, shall;
   a. Make distribution from designated endowment funds to appropriate departments of the University for dispensation;
   b. Distribute current expenditure funds on behalf of university departments;
   c. Act as repository for all current and future endowment gifts to the University, unless the donor specifies otherwise. The management of these funds, including investment and payout rates, is the prerogative of the Foundation Board of Directors; and
   d. Conduct fund-raising activities only after receipt of the prior written consent of the University’s Vice President for University Advancement, acting on behalf of the President of the University, which approval will not be unreasonably withheld.

7. The University is not liable, and will not be held out as liable, for any of the Foundation’s contracts, torts, or other act or omissions, or those of the Foundation’s directors, officers, staff, or activity participants.
8. The Foundation will report to the University any changes in board membership, mission, or purpose.

9. The Foundation will make available to the University a copy of its annual auditor's report and IRS Form 990.

[Signatures]

Rector, James Madison University

President, James Madison University

Chairman, James Madison University Foundation, Inc.

President, James Madison University Foundation, Inc.

[Signatures]

January 23, 2013
Date

January 23, 2013
Date