

AFFILIATION AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, _____ by and between Insert University Name Here (herein Insert University Name Here) and Insert NonProfit Org Name Here a nonprofit organization (herein called choose either

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also demand the immediate withdrawal of some or all public funds on deposit with the [Non-Profit Nickname](#)

- G. Either party may, upon 90 days prior written notice to the other, terminate this agreement. Notwithstanding the foregoing, either party may terminate the Agreement in the event the other party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written show cause notice.
- H. Should any substantial misuse of funds or fraudulent activity on the part of the [Non-Profit Nickname](#) be discovered, the University may at its discretion, terminate this Agreement. In such case, [Non-Profit Nickname](#) shall be prohibited from being used in any real estate transaction, or used for any other purpose and shall not in any way represent to alumni, contributors, and the general public that the [Non-Profit Nickname](#) is affiliated with the University or any of the colleges, schools, departments, and divisions comprising it.
- I. If this Agreement is terminated by the University or by operation of law, any transactions entered into by the [Non-Profit Nickname](#) prior to the receipt of such notice shall be binding upon the University. Should the [Non-Profit Nickname](#) choose to terminate this agreement, the university may require the [Non-Profit Nickname](#) to pay debt it holds on behalf of the [Non-Profit Nickname](#) in like manner.
- J. Nothing in the Agreement shall be construed as to invalidate or restrict the [Non-Profit Nickname](#).
- K. The initial term of this Agreement shall be from date to date. Thereafter, this Agreement shall be subject to annual review and approval by the president of the university, who shall make known any objections or recommended changes no later than 30 days prior to the current expiration date. Under such given notice, the Agreement will continue on a month to month basis until accord is reached by the parties or the Agreement is terminated as provided herein. If no changes are recommended, the terms of this Agreement shall be extended automatically without further action by the parties for the ensuing 12-month period.
- L. Should the [Non-Profit Nickname](#) cease to exist, fail to maintain an affiliation agreement with the University, or the affiliation agreement is terminated by either party, all Affiliate funds shall become the property of the University or other University affiliated organizations approved by the University in accordance with donor intent.

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M. Whenever any notice or demand is required or permitted under this Agreement, such notice or demand shall be given in writing and delivered in person or by certified mail to the following addresses:

University: [University Name](#)
[Office of the President](#)
[Address](#)
[City, State, Zip Code](#)

[Non-Profit Nickname](#) [Non-Profit Full Name](#)
[Non-Profit Address](#)
[Non-Profit City, State, Zip Code](#)

N. This Agreement constitutes the entire Agreement between the parties and shall be amended in writing, executed by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first above written.

WITNESSES:

By: _____
President
[UniversityName](#)

WITNESSES:

By: _____
[President](#)br the like
[Non-Profit Full Name](#)