

## Telephone Meeting

### University of Connecticut Board of Trustees Institutional Advancement Committee

**Tuesday, June 7, 2022, at 1:00 p.m.**

#### AGENDA

##### Meeting held by Telephone

Public Call-In Number:

(415) 655-0002 US Toll

Access Code: 2622 671 7304 # #

Public Access Link:

<http://ait.uconn.edu/bot>

*(A recording of the meeting will be posted on the Board website*

<https://boardoftrustees.uconn.edu/> *within seven days of the meeting.)*

1. Public Participation\* .....Dr. Dennis-LaVigne  
\*If members of the public wish to address the Committee during the Public Participation portion of the meeting, you must submit a request in writing 30 minutes prior to the start of the meeting (by 12:30 p.m.) to the following email address: [BoardCommittees@uconn.edu](mailto:BoardCommittees@uconn.edu). Please indicate your name, telephone number, and topic to be discussed. Per the University By-Laws, the Board may limit public comment. As an alternative, you may also submit your comments via email which will be shared with the Board.
2. Meeting Minutes dated April 11, 2022.....Dr. Dennis-LaVigne  
**Attachment 1**
3. Naming Resolutions .....Mr. Lemon  
**Attachment 2**
  - Establishment of the Christopher J. Dodd Chair in Human Rights Practice
  - Establishment of the Wiktor Osiatyński Chair in Human Rights
  - Modification of GE Capital Professorship in Business
4. Proposed Statement of Work for the UConn Foundation for Fiscal Year 2023 .....Mr. Blanchard  
**Attachment 3**
5. Legislative Update.....Ms. Lombardo
6. UConn Foundation / Alumni / Communications Update.....Ms. Cotton Kelly & Mr. Lemon
7. University Communications Update.....Mr. Kendig  
**Attachment 4**
8. Other Business
9. Executive Session (as needed)
10. Adjournment

## **ATTACHMENT 1**

## DRAFT MINUTES

### **University of Connecticut Board of Trustees Institutional Advancement Committee**

Meeting held by Telephone

April 11, 2022

Committee Trustees: Dr. Andrea Dennis-LaVigne, Charles Bunnell, Shari Cantor, Noah Frank, Jeanine Gouin, and Bryan K. Pollard

Additional Trustees: Board Chair Daniel Toscano

University Senate Representative: Dr. David Yalof

University Staff: Interim President Radenka Maric, Gail Garber, Nathan Fuerst, Jonathan Heinlein, Tysen Kendig, Joann Lombardo, Rachel Rubin, Lesley Salafia, and Dr. Daniel Schwartz

UConn Foundation Staff: Melinda Brown, Mo Cotton Kelly, and Jake Lemon

The meeting of the Institutional Advancement Committee was called to order at 1:00 p.m.

1. Public Participation  
No members of the public wished to address the Committee.
2. Acceptance of February 8, 2022, Meeting Minutes ..... Attachment 1  
On a motion by Trustee Gouin, seconded by Trustee Bunnell, the Committee voted unanimously to approve the minutes of the February 8, 2022, Institutional Advancement Committee meeting.
3. Naming Resolutions ..... Attachment 2  
On a motion by Trustee Gouin, seconded by Trustee Bunnell, the Committee voted unanimously to approve the following resolutions:
  - Modification of United Technologies Engineering Building
  - Modification of United Technologies Naming Recommendations
4. Legislative Update  
Ms. Lombardo updated the Committee on the current Legislative session.
5. UConn Foundation / Alumni / Communications Update  
UConn Foundation Senior Vice President and COO Mo Cotton Kelly reported on the events at the Women's Basketball Final Four in Minneapolis and the Foundation's Annual Giving Day. She also noted that the Voices of Freedom Gospel Choir is celebrating its 50<sup>th</sup> year and will celebrate the stage within the von der Mehden Recital Hall as the Lorraine Rose Williams Stage.  
  
Mr. Lemon provided the fundraising update as of March 31, 2022, noting that donations increased by over 50% from last year.

**6. Enrollment Planning and Management**

Vice President for Enrollment Planning and Management Nathan Fuerst provided an update on undergraduate applications to date, Fall 2022 Admit Program highlights, Test Optional Pilot Update, and Student Success Metrics. Ms. Cotton Kelly and Mr. Lemon detailed the Connecticut Commitment expenditures and cost projections.

**7. University Communications Update**

Vice President Kendig referred to the recent 2021 Annual Content Report as well as the 2021 UConn in the Media publication recently shared with the Board of Trustees, sharing content metrics.

**8. Other Business**

No other business was discussed.

**9. Executive Session**

On a motion by Trustee Bunnell, seconded by Trustee Gouin, the Committee voted unanimously to go into Executive Session at 1:150 p.m. regarding:

1. Preliminary drafts or notes provided the public agency has determined that the public interest in withholding such documents clearly outweighs the public interest in disclosure [Pursuant to Connecticut General Statute Section 1-210(b)(1)].

The following Trustees were in attendance: Trustee Dennis-LaVigne, Bunnell, Cantor, Frank, Gouin, Pollard, and Toscano.

The following University staff were in attendance for the entire Executive Session: Maric, Heinlein, Kendig, Rubin, and Schwartz

The following UConn Foundation staff were in attendance for the entire Executive Session: Cotton Kelly and Lemon

The Executive Session ended at 2:25 p.m., and the Committee returned to Open Session at 2:26 pm.

**10. Adjournment**

On a motion by Trustee Gouin, seconded by Trustee Pollard, the Committee voted unanimously to adjourn the meeting.

There being no further business appearing, the Committee adjourned the meeting at 2:28 pm.

Respectfully submitted,

Jen Cote  
Secretary to the Committee

## **ATTACHMENT 2**

June 29, 2022

TO: Members of the Board of Trustees

FROM: Dr. Radenka Maric  
Interim President



RE: Establishment of the Christopher J. Dodd Chair in Human Rights Practice

**RECOMMENDATION:**

That the Board of Trustees establish the Christopher J. Dodd Chair in Human Rights Practice in the Human Rights Institute in the Office of Global Affairs.

**BACKGROUND:**

The Honorable Christopher J. Dodd and Jackie Clegg Dodd established the Dodd Endowment at the University of Connecticut Foundation in 2020. The endowment fund was publicly announced on October 1, 2020, and additional gifts and commitments are consistent with the amount recommended under the University's *Named Gift Guidelines* for an endowed Chair.

The Christopher J. Dodd Chair in Human Rights Practice will honor Senator Dodd's contributions to the world and to the University and extend his legacy by creating a new and innovative space for the University's human rights outreach and engagement work. The position will enable the University to attract a dynamic and innovative scholar/leader to direct the Dodd Programs providing a platform for engaging the broader public and acting as a critical bridge between the resources and expertise of the University's Human Rights Institute and local, national, and global communities. The Dodd Chair will help address the urgent need to protect human rights and preserve human dignity.

Senator Dodd dedicated his life to serving the people of Connecticut and to defending the fundamental rights and freedoms in the U.S. and around the world. From his earliest days in the Senate, when he worked to end the worst abuses of human rights in Nicaragua and El Salvador, to the essential role he played in achieving peace in Northern Ireland, Christopher Dodd was a consistent voice for the values of human rights around the world. In particular, he focused on trying to ensure all children have the opportunity to grow, learn, and thrive, playing an essential role in the passage of the Family and Medical Leave Act, the establishment of the Children's Health Insurance Program, and defending and extending Head Start. In his final years in the Senate, Senator Dodd's leadership was critical to the drafting and adoption of the Dodd-Frank Act and the Affordable Care Act.

June 29, 2022

TO: Members of the Board of Trustees

FROM: Dr. Radenka Maric  
Interim President



RE: Establishment of the Wiktor Osiatyński Chair in Human Rights

**RECOMMENDATION:**

That the Board of Trustees establish the Wiktor Osiatyński Chair in Human Rights in the Human Rights Institute in the Office of Global Affairs.

**BACKGROUND:**

Alumnus Gary Gladstein and the Foundation to Promote Open Society are longstanding donors to the University's human rights program and recently partnered to establish an endowed fund in recognition of their friendship with, and the scholarly contributions of, the late Professor Wiktor Osiatyński. This donation is consistent with the amount recommended under the University's *Named Gift Guidelines* for an endowed Chair.

The purpose of the fund is to provide faculty support for the appointed chairholder within the Office of Global Affairs' Human Rights Institute. The individual appointed to the Chair will be a nationally or internationally recognized researcher, scholar, and teacher and will have made significant contributions to human rights research and practice. The appointed chair will be from the disciplines represented in the University's human rights faculty. Currently those disciplines include the humanities, social sciences, business, education, engineering, fine arts, law, social work, and medicine and dental medicine.

Professor Wiktor Osiatyński was an eminent constitutional scholar and served as a board member of the Open Society Foundations. In 2000, he held the inaugural Marsha Lilien Gladstein Visiting Professorship in Human Rights at the University of Connecticut and played a fundamental role in the formation of the University's Human Rights Institute in 2003.

June 29, 2022

TO: Members of the Board of Trustees  
  
FROM: Dr. Radenka Maric   
Interim President  
  
RE: Modification of GE Capital Professorship in Business

**RECOMMENDATION:**

That the University of Connecticut Board of Trustees, as requested by General Electric, the successor to GE Capital Corporation, change the name of the “GE Capital Professorship in Business” to the “GE Professorship in Business”.

**BACKGROUND:**

The General Electric Company (GE), and their subsidiaries, have been supporting UConn since 1982 where they have primarily supported the Schools of Engineering and Business. In 2002, GE Capital reorganized into its current business with the General Electric moniker, but the University did not update the names of any associated funds. This resolution addresses the modification of the GE Capital Professorship in Business to the GE Professorship in Business and other GE Capital namings, as identified by the UConn Foundation.

GE is one of the largest and most diversified infrastructure and financial services corporations in the world. With products and services ranging from aircraft engines, power generation, oil and gas production equipment, and household appliances to medical imaging, business and consumer financing and industrial products, they serve customers in approximately 175 countries and employ approximately 305,000 people worldwide. The company was founded in 1892.

The purpose of the GE Professorship in Business is to provide financial support for an endowed professorship in the Department of Operations and Information Management, within the University’s School of Business. The individual appointed to the Professorship will be a nationally recognized researcher, scholar, teacher, or business leader and will have made significant contributions to the field of commerce.

## **ATTACHMENT 3**

June 29, 2022

TO: Members of the Board of Trustees  
  
FROM: Lloyd A. Blanchard  
Interim Vice President for Finance and Chief Financial Officer  
RE: Proposed Statement of Work for the UConn Foundation for Fiscal Year 2023

**RECOMMENDATION:**

The University recommends that the Board of Trustees approve the resolution below authorizing the University to enter into a statement of work for Fiscal Year 2023 with the University of Connecticut Foundation, Incorporated (the “UConn Foundation”).

**RESOLUTION:**

RESOLVED, that the University's President and administration are authorized to execute and deliver a statement of work for Fiscal Year 2023 with the UConn Foundation on the terms described below and such other terms as may be deemed advisable and in the best interest of the University by the University's President and administration; and

RESOLVED, that the University's President and administration are hereby further authorized to execute, deliver and perform, in the name of and on behalf of the University, such certificates, instruments, documents and agreements as each of them may deem necessary, useful or required in furtherance of the foregoing resolution.

**BACKGROUND:**

The University has entered into a Master Agreement with the UConn Foundation in satisfaction of the requirements of Connecticut General Statutes§ 4-37f(9). This agreement details the University's relationship with the UConn Foundation and sets forth the UConn Foundation's responsibilities for performing development, investment and other services in support of the University. The UConn Foundation is a private organization, exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, that operates exclusively to promote the educational, research, cultural, and recreational objectives of the University.

The Master Agreement requires, among other things, that the University enter into statements of work with the UConn Foundation outlining specific goals and objectives and the financial consideration to be provided by the University. The current statement of work expires on June 30, 2022.

The proposed statement of work with the UConn Foundation sets forth the fundraising, investment management, alumni relations activities and other related goals and objectives for Fiscal Year 2023. The goals and objectives established for next year include the following:

- A fundraising goal of \$100 million in new gifts and commitments for the University (including support for UConn Health)
- Continuation of a goal aimed at increasing scholarships and need-based financial aid for University students
- Providing quality alumni programs and services that strengthen lifelong bonds between all members of the UConn family and
- Continued planning and preparation for a significant and concerted fundraising campaign for the benefit of the University

In consideration for the UConn Foundation's performance of these services during the next fiscal year, the University has agreed to pay the UConn Foundation \$10,000,000 for development and alumni activities and related services which includes a minimum amount of \$2,835,201 to be devoted specifically to alumni relations activities and services. This represents a reduction of \$2,150,201 from the prior Fiscal Year 2022 Service Fee, which will be absorbed by the UConn Foundation's development operations.

In recognition that the goals and benchmarks for Fiscal Year 2023 will be commensurate with or exceed those of the prior fiscal year (i.e., FY2022), and in consideration of the Foundation's acceptance of a one-time reduction to the Service Fee in order to assist the University in managing certain of its financial exigencies, the University agrees that for the fiscal year following Fiscal Year 2023 (i.e., FY24), it will pay a guaranteed amount to the Foundation of not less than Twelve Million Five Hundred Dollars (\$12,500,000) subject to its acceptance of the goals and benchmarks established by the parties under the terms of a separate Statement of Work to be negotiated by the parties.

## **Statement of Work FY23**

This Statement of Work FY23 (this “SOW”), effective the 1<sup>st</sup> day of July, 2022, is made between THE UNIVERSITY OF CONNECTICUT (“University”), Connecticut’s land grant university, whose statutory authority is set forth in Chapter 185b of the Connecticut General Statutes, and THE UNIVERSITY OF CONNECTICUT FOUNDATION, INCORPORATED (“Foundation”), a Connecticut nonstock corporation that is exempt from taxation under 501(c)(3) of the Internal Revenue Code of 1986, as amended.

The University and the Foundation have entered into a Second Amended and Restated Master Agreement dated July 1, 2020 (the “Agreement”) under which the Foundation has responsibility for fundraising efforts for the benefit of the University, management of endowment and other funds designated to benefit the University and for performing alumni relations activities in support of the University.

The Agreement stipulates that the University and Foundation will from time to time, but in no event less frequently than once every five (5) years, enter into statements of work which outline the specific fundraising, investment management and alumni relations activities goals and objectives that the University and Foundation have agreed upon and the consideration to be provided to the Foundation each fiscal year. This SOW covers the period July 1, 2022 through June 30, 2023 (“Period”).

### **1. Payments**

The University agreed to provide certain in-kind consideration to the Foundation for its services under the terms of the Agreement. In addition to agreeing to provide such in-kind consideration, the University further agrees to provide the following consideration to the Foundation for the Period:

- a) Service Fee: The University will pay a guaranteed amount to the Foundation of Ten Million Dollars (\$10,000,000) during the Period for development and alumni activities and related services (“Service Fee”), which payment will be made quarterly in advance in equal installments during the Period. Of this total amount, the University and the Foundation agree that a minimum amount of Two Million Eight Hundred and Thirty-five Thousand Two Hundred and One Dollars (\$2,835,201) will be devoted specifically to alumni relations activities and services.

In recognition that the goals and benchmarks for the Period described below will be commensurate with or exceed those of the prior fiscal year (i.e., FY2022), and in consideration of the Foundation’s acceptance of a one-time reduction to the Service Fee that otherwise would have been applicable for the Period in order to assist the University in managing certain of its financial exigencies, the University agrees that for the fiscal year following the Period (i.e., FY24), it will pay a guaranteed amount to the Foundation of not less than Twelve Million Five Hundred Dollars (\$12,500,000) subject to its acceptance of the goals and benchmarks established by the parties under the terms of a separate Statement of Work to be negotiated by the parties.

- b) Other Fees: The University agrees that Foundation operations will also be funded by an Advancement Fee (formerly referred to as an “endowment administrative fee”), a Gift Fee on contributions, and retention of earnings on non-endowed Foundation assets.
  - 1) The Foundation will assess and retain an Advancement Fee, as reasonably determined by the Foundation, on all endowment assets (University and Foundation assets) invested by the Foundation. The Foundation’s Advancement Fee is calculated annually on quarterly (“Calculation Date”) and presently equals one and three-quarter percent (1.75%) of the rolling prior twelve (12) quarter average unitized market value of the long-term pooled investment portfolio multiplied by the number of units held by each endowed fund. The Advancement Fee owing to the Foundation will be transferred to Foundation operating funds in four equal installments as of the first day of each quarter following the Calculation Date (April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>, and January 1<sup>st</sup>).

- 2) The Foundation will assess and retain Gift Fees on all non-endowed gifts deposited in the Foundation, as reasonably determined by the Foundation. The Foundation's Gift Fee for non-endowed gifts is presently five percent (5%) of the value of the gift as of the date of receipt. Twenty-five percent (25%) of any non-endowed gift fee (or 1.25%) may be transferred to Foundation operating accounts supporting the school, college or unit supported by the fund to which the original gift was designated. The remaining seventy-five percent (75%) of any non-endowed Gift Fees (3.75%) is retained by the Foundation to support its operations.
  - 3) The Foundation will retain all investment earnings on non-endowed Foundation assets.
- c) Fee Modifications and Waivers: The Foundation, from time to time, may change its Advancement Fee and Gift Fee policies and will notify the University, in writing, of any changes made during the Period. The Foundation will also provide written notice to the University of any Advancement or Gift Fee reduction or waiver that is approved during the Period in accordance with its policies for any gift accepted in an amount greater than or equal to Ten Million Dollars (\$10,000,000).

## **2. Foundation Mission**

The Foundation is an independent, not-for-profit, tax-exempt organization operating exclusively to promote the educational, scientific, cultural, research and recreational objectives of the University of Connecticut (inclusive of the University's Health Center). This is accomplished by providing quality programs and services for its alumni and supporters, and by serving as the primary fundraising vehicle for the University. The Foundation solicits, administers, and invests private funds for the sole benefit of the University and its mission of pursuing excellence in teaching, research, and public service.

## **3. Fundraising and Alumni Engagement Goals and Benchmarks**

In consideration of the compensation provided to Foundation by the University under the terms of the Agreement and this SOW, the Foundation, consistent with its mission, agrees as follows:

The Foundation will continue its efforts to increase total private gift revenue toward an annual target of one hundred million dollars (\$100M) in new gifts and commitments for the University (inclusive of support for UConn Health ), in the Period, such amount to be calculated in accordance with the Foundation's reasonably established gift counting policy, as amended from time to time. The parties acknowledge and understand that achieving this target may be significantly negatively impacted by global financial markets and geopolitical events. The Foundation will use its best efforts to reach the fundraising target by implementing annual strategies that will include:

- a) Increase donor engagement
  - 1) Utilize the University President, Provost, Deans and Program Directors in strategic donor outreach at the six-figure level and above.
  - 2) Engage the UConn Board of Trustees, UConn Foundation Board of Directors, and UConn Health Board of Directors in the cultivation, solicitation, and stewardship of major and principal gift prospects.
  - 3) Continue to focus on building customized engagement strategies for principal gift donors and prospects, understanding this group will have a disproportionate impact on the ability to reach and exceed goals.
  - 4) Increase contact and deepen engagement of donors and prospects at the \$50K+ rated level through more efficient deployment of appropriate numbers of full-time frontline fundraisers, effectively utilizing prospect research and screening data to drive activity.
  - 5) Facilitate stronger collaboration in donor strategy working across the Foundation and the University, using prospect management meetings to review and discuss the status of top donor strategies and package comprehensive proposals. Engage Deans and directors in strategy discussions and direct implementation of fundraising. Increase engagement of University President and Provost with key University stakeholders.

- 6) Continue to focus on increasing overall alumni and donor count using business intelligence and enhanced annual giving strategy.
  - 7) Build on ongoing planning activities (e.g., constituent data analysis, staffing analysis, and technology enhancements) for a significant and concerted fundraising effort for the benefit of the University (“Campaign”). Work with the Foundation’s chosen campaign consultant, the Deans, and appropriate University administration to build campaign themes, organize them around University priorities, and deliver a compelling campaign case statement.
- b) Increase alumni engagement
- 1) Strengthen lifelong bonds between all members of UConn Nation by inspiring pride and providing quality programs and services which enhance the engagement of the diverse University community.
  - 2) Redefine metrics for use in tracking success of alumni programs, defining strategic areas of focus, and conducting personal visits.
  - 3) Utilize comprehensive alumni data to create new targets for developing alumni programming.
  - 4) Prepare students to engage as active alumni through programming, volunteering, and giving.
  - 5) Execute outreach and engagement programs to promote the value of philanthropy, increase constituent giving, and support pipeline development.
  - 6) Develop an exemplary alumni relations program respected for its energy, expertise, effectiveness, and innovation.
- c) Align fundraising with University priorities
- 1) Continue to focus fundraising activities around supporting need-based financial aid for University students. Use reasonable efforts to raise gifts and commitments for student support, including, but not limited to, scholarships, assistantships, fellowships, awards, and prizes, that equal not less than fifteen percent (15%) of the total amount of all gifts and commitments raised during the Period.
  - 2) Expand comprehensive grateful patient program at UConn Health.
  - 3) Maintain an emphasis on endowment fundraising to provide sustaining support of the University.
  - 4) Support University, as well as School and College, fundraising priorities.
- d) Enhance external and internal communications
- 1) Help educate the University community about the important role of cultivating and stewarding private support.
  - 2) Continue to develop fundraising focused material related to strategic priorities of the University.
  - 3) Align event marketing strategy with alumni goals to increase participation and attendance.
  - 4) Coordinate communications to alumni, donors and friends with the University.
  - 5) Work with UConn Strong (a separate 501(c)(4) organization established by University volunteers to promote the impact the University of Connecticut and its students, faculty, staff and organizations have on the well-being of the residents, culture and economy of the state of Connecticut) to educate the general public, including lawmakers and community leaders, regarding the important roles of the UConn Foundation and University.
- e) Increase operational efficiencies
- 1) Strengthen stewardship for donors at various levels, including \$1K or more annual donors, as well as lifetime donors of \$100K or more.
  - 2) Increase regional development program outreach to strengthen engagement and support from alumni and other constituents nationally.
  - 3) Optimize staffing and increase investment in staff training to develop high performing Foundation operation.

- 4) Monitor and align as necessary our endowed faculty minimum gift guidelines with national peers and best practices.

#### **4. Investment Benchmarks**

The Foundation in its discretion will establish appropriate investment benchmarks for assets invested for the benefit of the University, both those owned by the Foundation and those owned by the University. The Foundation will provide to the University's President and Executive Vice President for Administration and Chief Financial Officer a summary report of its investment risk and return benchmarks during the Period. The Foundation will use reasonable efforts to maintain the following benchmarks during the Period:

- a) The target return on Foundation investments will be five- and three-quarter percent (5.75%) plus inflation.
  - b) Volatility is expected to be consistent with the risk associated with exceeding the return of the portfolio benchmark noted above, calculated as the weighted average performance of the asset class benchmarks defined in the Foundation's Investment Policy Statement.
  - c) Risk is expected to be measured by the annualized standard deviation of returns over a market cycle of seven to ten years.

## **5. State Contract Requirements**

The state contracting requirements set forth in Section 10 of the Agreement are incorporated herein by reference, to the extent necessary.

## **6. Amendment**

This SOW may be modified or amended in whole or in part by mutual written agreement signed by duly authorized representatives of each of the parties.

## **7. Governing Law**

This SOW is governed by the laws of the State of Connecticut. If there shall be any inconsistency between the provisions of this SOW and the Agreement, the provisions of the Agreement shall control.

## **8. Counterparts and Electronic Signatures**

This SOW may be executed by electronic signature and/or in two (2) or more counterparts, each of which will be deemed an original instrument, but all of which will constitute one and the same agreement.

## **FOR THE UNIVERSITY OF CONNECTICUT**

Radenka Maric, PhD Date  
Interim President, University of Connecticut

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Lloyd Blanchard, PhD  
Interim Vice President for Finance  
and Chief Financial Officer, University of Connecticut

**FOR THE UNIVERSITY OF CONNECTICUT FOUNDATION, INCORPORATED**

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Melinda Brown  
Chair, The University of Connecticut  
Foundation, Incorporated

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Date

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Jake Lemon  
President, The University of Connecticut  
Foundation, Incorporated

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Date

***APPROVED AS TO FORM***

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Deputy Associate Attorney General,  
Connecticut State Attorney General's Office

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Date

**EXECUTION VERSION**

**SECOND AMENDED AND RESTATED MASTER AGREEMENT**  
between  
**THE UNIVERSITY OF CONNECTICUT**  
and  
**THE UNIVERSITY OF CONNECTICUT FOUNDATION, INCORPORATED**

WHEREAS, the UNIVERSITY OF CONNECTICUT (hereinafter the "University" or "UConn"), Connecticut's land grant university, whose statutory authority is set forth in Chapter 185b of the Connecticut General Statutes, and THE UNIVERSITY OF CONNECTICUT FOUNDATION, INCORPORATED (hereinafter the "Foundation"), a Connecticut non-stock corporation that is exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), entered into an agreement effective July 1, 2014 (the "Original Agreement") to outline the relationship between the parties and to assure compliance with the provisions of CONN. GEN. STAT. § 4-37e et seq., as they may be amended, and other applicable laws;

WHEREAS, pursuant to the Original Agreement the University designated the Foundation to assume primary responsibility for the University's development efforts and the investment and administration of endowment funds established to benefit the University, and the Foundation agreed to undertake these responsibilities;

WHEREAS, the University and the Foundation entered into the First Addendum to Master Agreement, effective as of April 1, 2015, pursuant to which, among other things, the University designated the Foundation to assume primary responsibility for performing alumni relations activities in support of the University, and the Foundation agreed to undertake these responsibilities;

WHEREAS, the University and the Foundation entered into the First Amended and Restated Master Agreement, effective July 1, 2015, whereby the Original Agreement and First Addendum were amended and restated in their entirety to set forth the terms on which the Foundation would continue for a period of five (5) years to support the University by engaging in development efforts, investing and administering endowment and other funds established to benefit the University and performing alumni relations activities;

WHEREAS, the mission of the Foundation is to solicit, receive, invest and administer gifts and financial resources from private sources for the benefit of all campuses and programs of the University (inclusive of the University's Health Center), and, to this end, to support the University's alumni relations activities; and the Foundation operates exclusively to promote the educational, research, cultural, and recreational objectives of the University; and as a primary fundraising vehicle to solicit and administer private gifts and grants which will enhance the University's mission, the Foundation supports the University's pursuit of excellence in teaching, research and public service;

WHEREAS, the University and the Foundation desire to set forth the terms on which the Foundation will continue to support the University by engaging in development efforts, investing and administering endowment and other funds established to benefit the University and performing alumni relations activities;

WHEREAS, Section 11.2 of the First Amended and Restated Master Agreement provides that it may be amended from time to time upon mutual written agreement of the parties, approval of their respective governing boards and approval as to form by the Office of the Attorney General;

NOW, THEREFORE, the First Amended and Restated Master Agreement is hereby amended and restated in its entirety by the execution of this Second Amended and Restated Master Agreement dated effective July 1, 2020 (this "Agreement"), entered into between the University and the Foundation:

#### **1.0 Relationship of the Parties**

- 1.1 The University and the Foundation acknowledge that the University is a constituent unit of the State of Connecticut's system of public higher education, as defined in CONN. GEN. STAT. §10a-1, and is responsible for the governance and administration of all the schools, colleges, divisions and departments of all the University's campuses (including, without limitation, the University Health Center); and the Foundation is an independent Connecticut non-stock corporation exempt from federal taxation under Section 501(c)(3) of the Code, and a "foundation" as defined under CONN. GEN. STAT§ 4-37e(2); that each entity is governed by separate governing boards; that each entity is permitted only to deposit funds to their respective accounts which are properly designated for that specific entity; and that each entity is subject to separate accounting, disbursement, and disclosure requirements as a matter of internal governance regulations and applicable state and federal law.
- 1.2 The Foundation and University are each independent entities and agree that neither shall have any liability for the obligations, acts or omissions of the other party, or the other's trustees, directors, officers, employees and agents.
- 1.3 The Foundation will be governed, in accordance with its bylaws as amended from time to time, by a volunteer board of elected directors, which includes the following ex-officio non-voting (except as otherwise indicated) directors: the President of the University, the University's chief academic officer, a senior administrator from the University Health Center, the chief financial officer of the University, a chief administrator from the Department of Athletics, the Chair of the Institutional Advancement Committee of the University Board of Trustees or any other member of the Institutional Advancement Committee as designated by the Chair of the Institutional Advancement Committee, the President of the Foundation (voting), a student enrolled at the University and elected by enrolled students, and a faculty member of the University (elected by the faculty). With respect to the University positions serving as ex-officio members of the Foundation board of directors, the positions will be identified consistent with titles in the University's

bylaws as amended by the University from time to time. The Foundation reserves all rights and powers granted to it under its charter and bylaws, the Connecticut non-stock corporation law and federal law.

- 1.4 This Agreement provides the terms and conditions of the relationship between the University and Foundation. From time to time, but in no event less frequently than once every five years, the Foundation and University will enter into statements of work (each, a "SOW") which outline the specific fundraising, investment management, alumni relations activities and other related goals and objectives that the University and Foundation have agreed upon and the annual amount agreed to be paid (if any) to the Foundation for each fiscal year (Fiscal Year: July 1 – June 30) in consideration of the Foundation's fundraising, investment management, alumni relations and other related services described in this Agreement.
- 1.5 The University and the Foundation will use their best efforts to ensure that Foundation activities contemplated by this Agreement comply with the Internal Revenue Code, particularly, Section 501(c)(3) and its regulations, and applicable state law, including without limitation CONN. GEN. STAT. § 21a-175 et seq.
- 1.6 The Foundation in its discretion will assign Foundation employees to work primarily with the University's alumni and other potential donors and with the administration and faculty of particular University schools, colleges and programs for the activities contemplated by this Agreement. The Foundation agrees that it will collaborate with the Deans and Directors of such schools, colleges, and programs in establishing objectives and performance expectations of such employees. The employees will also be permitted to perform general advancement and alumni relations work as requested by the school, college and program and agreed to by the Foundation. As an independent organization the Foundation has the authority to hire employees and otherwise develop its own human resources infrastructure and compensation policies to accomplish the mission of the Foundation.
- 1.7 At times the University may request the use of financial services of the Foundation to facilitate special fundraising or alumni events or other University projects, in accordance with best practices, that extend beyond the normal fiscal functions of the Foundation contemplated by this Agreement, to deposit and account for private gifts and to process routine disbursements. In such cases, the University shall request prior approval from the Foundation for the use of these services. The parties agree that the Foundation will be entitled to reasonable and appropriate compensation for such services. The University and the Foundation agree to make no commitment to a third party on behalf of the other without expressed prior written permission of such other party.

## 2.0 Fundraising Services

- 2.1 The University designates the Foundation as the primary entity to raise private financial support, manage philanthropic assets, and steward donors in support of the University. All University fundraising shall be directed by the Foundation. The parties will work

closely to create a culture of philanthropy and provide the transformational support necessary for UConn to achieve its aspirations within all of the University's schools, colleges, athletic programs and the University Health Center. The University will engage the Foundation in strategic planning to develop University and unit priorities, long-range goals and associated fundraising needs. The University will advise and include the Foundation in matters related to the University's marketing, branding and other communications strategies to the extent that they are relevant to the Foundation's mission of supporting the University.

- 2.2 As set forth in a SOW entered into between the parties from time to time, the Foundation will use its best efforts to increase total voluntary support (gifts raised by the Foundation, the UConn Law School Foundation, and the University (including non-governmental philanthropic research grants)); the Foundation will strengthen its principal, major, planned, and corporate and foundation giving programs; and the Foundation will also use its best efforts to enhance prospect identification, alumni participation rates, donor retention rates, and volunteer engagement.

### **3.0 Acceptance and Stewardship of Gifts**

- 3.1 The Foundation will in its discretion establish and maintain gift acceptance policies. The Foundation shall make its best efforts to ensure that any monies received by the Foundation and defined in CONN. GEN. STAT. § 4-37g as "funds for deposit and retention in state accounts" are transferred to the University in a timely manner. The University and Foundation will jointly develop and maintain guidelines for determining the proper deposit of funds.
- 3.2 The Foundation will provide receipts and acknowledgments, as required by the Code, for all private gifts made for the benefit 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 thanking, acknowledging and stewarding donors. The University will assist the Foundation in such activity by, without limitation, providing to the Foundation, upon request, appropriate information on the use of charitable funds by the University.
- 3.4 The Foundation owns a private home located at 61 Scarborough Street in Hartford, Connecticut ("Foundation House"). The primary purpose of Foundation House is to advance the mission of the Foundation in support of the University by supporting fundraising, stewardship and engagement activities. For so long as the Foundation chooses to own Foundation House, it may be made available by the Foundation, in its discretion, to the University in support of University business under the terms of a separate agreement between the parties establishing terms and conditions for Foundation House's use.
- 3.5 As appropriate, and in the best interest of the University, the Foundation in its discretion and in consultation with University Communications will be responsible for arranging

press conferences, releases, print, web, radio, and television communications to acknowledge significant gifts to all University schools, colleges, departments and units.

4.0 Investment of Funds

- 4.1 The University and the Foundation entered a separate Endowment Management Agreement, dated April 28, 1996, authorizing the Foundation to manage endowed funds donated directly to the University as the University's agent. This Agreement replaces and supersedes the Endowment Management Agreement in its entirety. The University designates the Foundation as the investment manager of all University endowment and quasi-endowment fund assets. The Foundation will in its sole discretion maintain and modify investment and spending policies for such University endowment fund assets and for all Foundation assets (both endowed and non-endowed) that adhere to applicable federal and state laws, including the Uniform Prudent Investor Act (CONN. GEN. STAT. § 45-541 et seq.) and the Uniform Prudent Management of Institutional Funds Act (CONN. GEN. STAT. § 45a-535 et seq.). The Foundation as agent for the University in managing University endowment fund assets shall also have the following powers:
- (a) To invest and re-invest the University endowment assets in such securities and property as are from time to time legal investments for the Foundation;
  - (b) To purchase, manage and sell property;
  - (c) To exercise all conversion and subscription rights pertaining to any property;
  - (d) To exercise all voting rights with respect to any investment and to grant proxies, discretionary or otherwise;
  - (e) To cause any investments to be registered and held in the name of one or more of its nominees, or one or more nominees of any system for the central handling of securities, without increase or decrease of liability;
  - (f) To collect and receive any and all money and other property due to the University endowment assets and to give full discharge therefore;
  - (g) To commence or defend suits or legal proceedings to protect any interest of the University endowment assets; and to represent the University endowment assets in all suits or legal proceedings in any court or before any other body or tribunal, except that to the extent the interests of the University are implicated in any such suit or proceeding, the Office of the University's General Counsel and the Office of the Attorney General shall be notified of such suit or proceeding and shall provide legal representation to the University in connection therewith;
  - (h) To employ agents and depositories, to delegate to them discretionary powers, to compensate them for their services and to reimburse their reasonable expenses; and

- (i) Generally to do all acts, whether or not expressly authorized, which the Foundation may deem necessary or desirable for the protection of the University endowment assets.
- 4.2 The Foundation's current endowment investment and spending policies aim to preserve intergenerational equity (purchasing power) and provide a relatively stable spending stream to meet the needs of the University and comply with donor intent. The Foundation will, in its discretion, establish and achieve a reasonable endowment benchmark rate of return based on prudent levels of risk, targeted spending and an inflation factor calculated over a relevant rolling period. Such returns may also be benchmarked, in the Foundation's discretion, for a risk adjusted return defined by strategic asset allocation policy long-term targets using measurable market and manager benchmarks. Specific benchmarks may be identified in a SOW.
- 4.3 The Foundation's current non-endowed investment policy aims to provide sufficient liquidity and preserve capital for University needs. Specific benchmarks may be identified in a 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 with the intention to be liquidated.
- 4.5 The Foundation will maintain such reasonable operating reserve as it determines appropriate to ensure continuity of its business operations in periods of economic uncertainty.
- 5.0 Expenditure of Funds
- 5.1 The University will use its best efforts to ensure that all available Foundation funds are timely utilized in accordance with donor intent. The Foundation will only approve disbursement requests received from the University that are properly authorized and in compliance with Foundation disbursement policies, which may include, without limitation, requirements that the request: complies with all donor imposed restrictions on the fund; supports the University's mission and programs; represents a reasonable, legitimate and arm's length business transaction; is properly authorized in the context of CONN. GEN. STAT. § 4-37e et seq.; and is compliant with all state laws applicable to University employees.
- 5.2 Annually, the President of the University shall certify to the Foundation a list (which shall be updated as changes occur) of University employees who are authorized to request disbursements from the Foundation ("Authorized Officials"). Requests for disbursements by the Foundation from an Authorized Official shall constitute a representation and certification by the Authorized Official that the disbursement is being made in accordance with University policies and procedures.

- 5.3 Requests for disbursement from the Foundation for the benefit of University employees or officers for any salary, fee, fringe benefit, loan or other compensation item (collectively “Compensation Items”) must be approved by the University President or his or her delegate, and paid by the Foundation, in accordance with CONN. GEN. STAT. § 4-37i and the University’s Policy Regarding Financial Transactions with the Foundation, adopted by the University Board of Trustees, and as amended from time to time (“University’s Policy Regarding Financial Transactions with the Foundation”) which defines the proper use of the Foundation’s fiscal services. Requests for disbursement from the Foundation for the benefit of the University President for any Compensation Item due him or her must be approved by the Chairman of the University Board of Trustees in accordance with CONN. GEN. STAT. § 4-37i and the University’s Policy Regarding Financial Transactions with the Foundation.
- 5.4 The Foundation agrees to provide to the University, on a semi-annual basis, a summary of all fund balances held for the benefit of the University, disbursements provided to the University, and expenditures made on behalf of the University to third parties during the preceding six months.
- 5.5 In order to assist the University in its reporting responsibilities, the Foundation agrees to report annually to the University Controller all fixed asset expenditures made on behalf of the University.
- 6.0 Alumni Relations Activities
- 6.1 Roles and Responsibilities: The University and the Foundation recognize that alumni are key stakeholders of the University who provide valuable perspective to University leaders and are a source of significant support for the University’s goals. The Foundation will use its best efforts to foster the continued connection between the University and its alumni and cultivate and steward alumni relationships for the University by organizing programs, activities and communications that are in the best interests of the University and in furtherance of the goals and objectives as may be set forth in a SOW entered into between the parties from time to time.
- 6.2 Alumni Center: The University and the Foundation acknowledge the importance of, and agree to work in good faith to have and maintain, a center for alumni on the University’s Storrs campus. The location of and manner in which such center will be used and maintained by the University and the Foundation are set forth in a separate Lease Agreement effective as of October 22, 2015 which documents the terms and conditions for the Foundation’s use of the center.
- 6.3 Affinity Relationships: The University acknowledges that the Foundation’s performance of alumni relations activities may be supported, in part, by affinity programs (including but not limited to alumni insurance and credit card programs) and corporate sponsorships mutually acceptable to the University and the Foundation. The University agrees to consider, in good faith, use of the University’s name, logo, seal, and other marks in

connection with such affinity programs and corporate sponsorships, which such use will be subject to the prior review and written approval of the University.

- (a) The University agrees that no other University school, college, department or unit will be authorized to offer an affinity insurance or credit card program without the consent of the Foundation.
- (b) The Foundation will be responsible for operating the University license plate program offered through the State of Connecticut Department of Motor Vehicles and will in its sole discretion determine the purpose and use of any revenue generated by the program.

6.4 Trustee Elections: In furtherance of the University's Board of Trustees' designation of the Foundation as the "alumni association" of the University for purposes of participating in elections of University graduates to the University's Board of Trustees pursuant to Connecticut General Statutes § 10a-103, the Foundation will, in coordination with the University, perform the duties, and exercise the powers, as are set forth in Connecticut General Statutes § 10a-103. The University will be responsible for payment of any expenses associated with the production and mailing of ballots required to conduct the election.

## 7.0 Compensation for Foundation Services

- 7.1 In consideration for the Foundation's fundraising, investment management, alumni relations and other related services described herein the University will provide the following compensation:
- (a) Service Fee: The University will provide a payment to support the Foundation's general operations as agreed upon in a SOW.
  - (b) Endowment Administrative Fee: The Foundation may assess an endowment administrative fee on Foundation endowment and University endowment funds as determined in the Foundation's discretion. The current rate for such fees will be provided in a SOW.
  - (c) Gift Fees: The Foundation in its discretion may assess gift fees on new gifts received. The current rate for such fees will be provided in a SOW.
  - (d) Retained Earnings: The Foundation will retain all investment earnings on non-endowed funds.
  - (e) Foundation Funds: University schools, colleges, departments, and units that are authorized to expend Foundation funds may, with the agreement of the Foundation, designate such Foundation funds to support Foundation operating expenses supporting the school, college, department or unit.

7.2 The University will also provide the following in-kind support without fee, charge, or reimbursement:

- (a) **Alumni Lists:** The University agrees to provide an electronic interface to enable the Foundation to extract, on a regular basis and in an automated fashion exclusively for the purpose of enabling the Foundation to achieve its mission, which mission may require, without limitation, the release of such information to third parties, the following: (1) student directory information pertaining to current and past University students consistent with its established Family Educational Rights and Privacy Act of 1974 (20 U.S.C. §1232g; 34 CFR Part 99) (“FERPA”) policy, (2) demographic information and protected health information pertaining to current and past patients of the University’s Health Center (“Patient Information”) consistent with the Health Insurance Portability and Accountability Act (“HIPAA”) of 1996 and related rules and regulations related to institutionally related foundations, as amended from time to time, (3) University employee names and campus contact information consistent with University personnel policies, (4) University students’ parents’ contact information, exclusive of any parents who have opted out of providing such information for Foundation purposes.
- (b) **Computer Network & Telecommunications Infrastructure:** The University will provide to the Foundation standard University network and telecommunications infrastructure including, but not limited to, networking, internet access (including band width), and server rack space and power in the same manner as are provided to University schools, colleges, departments, and units. The Foundation and University acknowledge and agree that the Foundation may be assessed fees or charges by the University for services other than the standard infrastructure described above, but that such fees or charges will not exceed the rates paid for such services, in accordance with University policy, by University schools, colleges, departments, and units.
- (c) **Event Planning:** The University will provide standard University Event services to the Foundation to assist in its fundraising and stewardship efforts.
- (d) **Facilities:** Employees of the Foundation will have the same privileges for parking and the use of University facilities as similarly situated employees of the University. Facilities include, but are not limited to, recreational and library facilities. The University will provide office space, furniture, printers, photocopiers, telephone service, storage space, and utilities used by Foundation employees assigned to fundraise for, and physically work in, the University’s schools, colleges, departments, and units. The Foundation agrees that it will advise Foundation employees against the misuse or abuse of state equipment, including the prohibition against the use of state equipment for personal purposes, and require employees to report any misuse of which they become aware.

Pursuant to a Land Lease dated November 1, 1998, the University leased land located at 2390 Alumni Drive, Storrs, Connecticut to the Foundation for the purpose of constructing the Foundation's main office building, which is owned and operated by the Foundation. The Land Lease remains in effect in accordance with its terms. The University and the Foundation may enter into separate agreements from time to time providing for maintenance, landscaping, and similar services to be provided by the University for the Foundation's main office building.

- (e) **University Personnel:** The University agrees to allow the Foundation to utilize University employees for the Foundation's fundraising and alumni relations activities without additional compensation or reimbursement from the Foundation (except that out of pocket business expenses incurred thereby may be reimbursed by the Foundation in accordance with its policies) including, without limitation, the President, Provost, Assistant and Associate Vice Provosts, Executive Vice Presidents, Vice Presidents, Associate Vice Presidents, Deans, Director of Athletics, Directors, Associate Directors Department Heads, faculty and support staff. The University also agrees that the Foundation is allowed to utilize University employees (including those of the University Health Center) presently employed in positions that are primarily fundraising and alumni relations positions, for the Foundation's fundraising and alumni relations provided that in the event the incumbents in such primarily fundraising and alumni relations positions are no longer employed in such positions by the University, and the Foundation chooses to hire a new employee to perform the Foundation-related duties of this position, the new hire will be a Foundation employee, subject to restrictions imposed by any applicable collective bargaining agreement.
  - (f) **Mail Services:** To the extent that it can do so, consistent with U.S. Postal Service statutes and regulations, the Foundation may use the University's mail system.
  - (g) **Intellectual Property:** The University agrees that the Foundation may in connection with its lawful business and activities use the name of the University as well as the University's logo, seal, and other marks consistent with University restrictions applicable to University departments; provided that any use of the University's name, logo, seal and other marks in connection with affinity programs and corporate sponsorships is subject to Section 6.3 hereof and, as provided therein, will be subject to the University's prior review and written approval.
- 7.3 Except as otherwise provided herein or agreed to by the parties, the Foundation will reimburse the University for expenses the University incurs as a result of Foundation operations, if the University would not have otherwise incurred such expenses including, without limitation, expenses related to the maintenance and operation of the Foundation's facilities. The Foundation may in its discretion and subject to its policies make its facilities available to University schools, colleges, departments, and units (and organizations which are affiliated with the University and which support the furtherance

of the University's purpose) for events and programs primarily related to fundraising, alumni relations activities and other meetings. The Foundation may charge any fees for such usage directly to the relevant school, college, department, unit or organization.

**8.0    Ownership and Management of Records**

- 8.1    The Foundation will maintain appropriate financial and business records related to fundraising, investment, and other Foundation operations in a prudent manner. This will include, without limitation, a comprehensive, secure, state-of-the art electronic prospect management system and donor database, for which the Foundation will establish and maintain data integrity standards.
- 8.2    The University acknowledges and agrees that it does not have any ownership rights with respect to any Foundation information, records, documents or other materials provided to the University, including, but not limited to, donor records, gift records, financial records, or other Foundation business information which may have been derived from or related to information initially provided to the Foundation by the University. Any such Foundation information, records, documents or other materials including, without limitation, those maintained by the University will not be deemed public records and shall not be subject to disclosure pursuant to CONN. GEN. STAT. § 1-210. The Foundation will establish and enforce policies to protect the confidentiality of its records to the fullest extent allowable by law.
- 8.3    The Foundation may release information to third-parties exclusively for the purpose of accomplishing its mission provided that any such release is consistent with Foundation policies and applicable provisions of law, including without limitation, the applicable provisions of FERPA and HIPAA.
- 8.4    Without limiting the foregoing, the Foundation agrees (1) to enter into a data use and confidentiality agreement with any third-parties that will receive Patient Information, requiring such third-parties to hold such Patient Information confidential and to implement safeguards against further disclosure in a manner consistent with HIPAA, or (2) to allow the University to enter into a business associate agreement with such third-parties and permit the University (including the University Health Center) to provide such Patient Information to such third-parties directly. The Foundation agrees that it will include in any fundraising materials sent using Patient Information a description in accordance with HIPAA of how individuals may opt-out of receiving further fundraising communications. The Foundation also agrees to honor opt-out requests received. The Foundation agrees to maintain any Patient Information received from the University in a manner consistent with the requirements of 45 C.F.R. Parts 160 and 164 (the "HIPAA Privacy Rule") pertaining to institutionally related foundations. The Foundation agrees to establish processes and procedures sufficient to limit access to such Patient Information to Foundation personnel with a need to access such information. The University, through the University Health Center's Privacy and Security Offices, agrees to periodically offer, and provide at no cost to the Foundation, training to Foundation personnel on the HIPAA Privacy Rule and its implications for institutionally related foundations and the

Foundation will require Foundation personnel who will have access to Patient Information to attend such HIPAA training.

- 8.5 The Foundation agrees not to share or disclose information with third parties in a manner inconsistent with this Agreement, unless required to do so by law or other agency regulations.
- 8.6 The Foundation is aware of and supports the University's Identity Theft Prevention Program as approved by the University's Board of Trustees. The Foundation agrees to report any violations of the University's Identity Theft Prevention Program which it becomes aware of to the University's Audit and Management Advisory Services (AMAS) Office or University Compliance Office as soon as possible.

**9.0 Audits and Legal Advice**

- 9.1 The Foundation shall be responsible for retaining and compensating the independent auditing firm required by CONN. GEN. STAT. §4-37f(8). The audit report shall include financial statements, a management letter and an audit opinion which address the conformance of the operating procedures of the Foundation with the provisions of sections 4-37e to 4-37i (including, without limitation, whether funds for deposit and retention in state accounts have been deposited and retained in Foundation accounts in violation of section 4-37g), and recommend any corrective actions needed to ensure such conformance.
- 9.2 The Foundation will permit the University's AMAS office to conduct, if it so chooses, an annual examination of Foundation disbursements for compliance with the University's Policy Regarding Financial Transactions with the Foundation. The Foundation will also permit AMAS to conduct, if it so chooses, a post-deposit review of any gift, including reviewing checks, gifts, agreements and other supporting documentation for compliance with CONN. GEN. STAT. § 4-37e et seq. and the policy concerning the University Role and Review of Foundation Deposit of Funds, approved by the University and Foundation as of August 2006, as amended from time to time.
- 9.3 The Foundation shall provide a copy of each audit report completed pursuant to CONN. GEN. STAT. § 4-37f(8) to the President of the University.
- 9.4 The Foundation shall have its own legal counsel and shall be responsible for all costs for Foundation legal services.

**10.0 Non-discrimination and Executive Orders**

- 10.1 (a) For purposes of this Section, the following terms are defined as follows:
  - i. "Commission" means the Commission on Human Rights and Opportunities;
  - ii. "Contract" and "contract" include any extension or modification of the Contract or contract;

- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or

group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a

contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of

Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- 10.2 This Agreement is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Agreement as if they had been fully set forth in it. The Agreement may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Agreement as if they had been fully set forth in it.

11.0 General

- 11.1 The Foundation may in its discretion enter into written agreements, for such purposes as it determines necessary or appropriate, with other University affiliates including, without limitation, UConn Nation Proud, as separate tax-exempt 501(c)(4) organization organized by University volunteers to promote the impact the University of Connecticut and its students, faculty, staff and organizations have on the well-being of the residents, culture and economy of the state of Connecticut, .
- 11.2 This Agreement may be amended from time to time at the request of either party. Any such amendment shall be set forth in writing by the parties and shall require the approval of both governing boards and approval as to form by the Office of the Attorney General.
- 11.3 This Agreement is governed by the laws of the State of Connecticut.
- 11.4 No right or duty, in whole or in part, of either party to this agreement may be assigned or delegated without the prior written consent of the other party.
- 11.5 The term of this Agreement shall commence on July 1, 2020, subject to approval as to form by the Office of the Attorney General, and shall continue for a period of five years (5) years. The term of this Agreement may be extended for an additional period of time with the mutual written agreement of the parties. This Agreement may be terminated by either party upon one year's prior written notice. Upon any expiration or termination of this Agreement, or if the Foundation ceases to exist, or ceases to be a foundation as defined in CONN. GEN. STAT. § 4-37e(2), then (a) the Foundation shall be prohibited from using the name of the University, (b) the records of the Foundation, or copies of such records, shall be made available to and may be retained by the University, provided any such records or copies which are retained by the University shall not be deemed to be

public records and shall not be subject to disclosure pursuant to the provisions of CONN. GEN. STAT. § 1-210, and (c) the Foundation's Board of Directors will, in consultation with the University, dispose of the Foundation's assets, consistent with the Foundation's certificate of incorporation, its bylaws, state and federal laws, and such restrictions as may have been imposed by donors.

## FOR THE UNIVERSITY OF CONNECTICUT

Thomas Katsouleas

Thomas Katsouleas (Jul 16, 2020 16:18 EDT)

Thomas C. Katsouleas  
President, University of Connecticut

SAC-JL

Scott Jordan (Jul 15, 2020 16:19 EDT)

Scott A. Jordan  
Executive Vice President for Administration and  
Chief Financial Officer, University of Connecticut

Jul 16, 2020

Date

Jul 15, 2020

Date

## FOR THE UNIVERSITY OF CONNECTICUT FOUNDATION, INCORPORATED

John Malfettone

John Malfettone (Jun 30, 2020 15:26 EDT)

John P. Malfettone  
Chair, The University of  
Connecticut Foundation, Incorporated

SCOTT R

Scott Roberts (Jun 30, 2020 15:30 EDT)

Scott M. Roberts  
President, The University of  
Connecticut Foundation, Incorporated

Jun 30, 2020

Date

Jun 30, 2020

Date

## APPROVED AS TO FORM

Joseph Rubin,  
 Digitally signed by Joseph  
Asst. Dep. A.G.  
Date: 2020.07.27 13:39:29  
-04'00'

By,  
Associate Attorney General,  
Connecticut State Attorney General's Office

Date

## **ATTACHMENT 4**

## MEMORANDUM

To: Institutional Advancement Committee  
From: Tysen Kendig, Vice President for Communications  
Date: June 7, 2022  
Subject: UConn in the Media



### [A Tiny Yet Vital Organism May Adapt to Climate Change with 'Hidden Costs'](#)

April 25 – Discover Magazine

Another scientist involved in the study, Hans Dam, a biological oceanographer at the University of Connecticut, says he was surprised by the speed with which the species transformed. "They adapt very quickly and get to the point where they can't get any better, but they don't get back to where they were before being hit with those stressors," he says. "It means there's no free lunch with climate change. There's always a price to pay."

### [TV Ads, Social Media Fuel Growing Psoriasis Drug Market in the US](#)

April 26 – UPI

"In places like Europe, drug companies aren't allowed to advertise in this way, and it may be why fewer people are being diagnosed with psoriasis," said Dr. Jun Lu, an associate professor of dermatology at UConn Health in Farmington, Conn.

### [Dietary Supplements Could be Tainted with Dangerous Ingredients, Study Says](#)

April 27 – The Conversation

Research brief by Prof. C. Michael White of the School of Pharmacy.

### [What Role Will Religion Play in the Midterm Primaries?](#)

April 27 – National Catholic Reporter

"In the case of the Religious Right, some of the same processes that have driven them toward more radical right-wing political positions and tactics have also driven higher voter engagement," Ruth Braunstein, associate professor of sociology at the University of Connecticut, told me in an email interview.

### [Advance Care Planning for Guns: Owners Can Help Ensure Safe Transfer of Weapons](#)

April 28 – Kaiser Health News

"This becomes a plan for transferring family knowledge, and I think that's really lovely," said Raissian, a third-generation Texan who now researches gun violence prevention at the University of Connecticut. "Some of the guns in my dad's estate are my grandfather's, and I'm pretty sure dad would have told me the stories if I'd asked, which I didn't, unfortunately."

### [How Burying the Dead Keeps the Living Human](#)

April 28 – The Conversation

Opinion column/research brief by anthropology Prof. Dimitris Xygalatas.

## [The 1898 Moment: A Turning Point in Asian American History](#)

May 1 – Axios

"It's a hallmark case in Asian American history because it establishes the activism that the Asian American community had been waging for decades," Jason Oliver Chang, an Asian American studies and history professor at the University of Connecticut, told Axios.

## [Remembering the One Million Americans Lost to COVID](#)

May 5 – NPR On Point

History Prof. Micki McElya guest on NPR On Point broadcast.

## [How to Breathe Easier at Home](#)

May 9 – Health Magazine

"Fortunately, using the right kind of doormats can help reduce dirt, pesticides, pollen, and other pollutants in your home," says Oluremi Aliyu, MD, assistant professor of medicine at the University of Connecticut Health Center. Pick an abrasive one (it will grab more gunk) made of synthetic fibers like nylon yarn or polypropylene.

## [The Legacy of Uranium Mining on Navajo Lands](#)

May 12 – NPR On Point

Prof. Doug Brugge, chair of the Department of Public Health Sciences at UConn School of Medicine, featured guest on NPR On Point broadcast.

## [First Image of Black Hole at Center of Galaxy Revealed](#)

May 13 – Wall Street Journal

Physics Prof. Chiara Mingarelli quoted (paywalled).

## [Parents Swap, Sell Baby Formula as Biden Focuses on Shortage](#)

May 13 – The Associated Press

Toddler milk cans often closely resemble those of infant formula, but the ingredients are distinct, with toddler milks sometimes boasting more sugar and calories, said Frances Fleming-Milici, UConn's Director of Marketing Initiatives at the Rudd Center, who has studied toddler milk packaging. Toddler milk also does not follow FDA standards for formula.

## [Advocates, Lawmaker Call for Biden to Sign an Executive Order to Study Reparations](#)

May 16 – ABC News

University of Connecticut professor Thomas Craemer has studied the topic of race and reparations for over 15 years. Craemer published study in 2015 estimating that the costs of slavery and loss of wealth through slavery cost a conservative estimate of \$14.5 trillion through 2009, which didn't account for inflation. His study also didn't account for colonial slavery or the loss of wealth due to discrimination after slavery.

## [She Pioneered the Sale of Breast Milk, then Lost Everything](#)

May 16 – The Washington Post

"Donor human milk is great when babies don't have milk," says Mathilde Cohen, a professor at the University of Connecticut School of Law. "But the fundamental problem in our culture is that most people don't even have the ability to provide milk for their own baby because of how messed up the system is."

## [Why Sex Positivity is Key for Mothers and Sons](#)

May 17 – Psychology Today

A recent study published in the *American Journal of Sexuality Education* helps answer this question. Researchers at the University of Connecticut looked at the impact of whether mothers communicated to their sons about sex. The team of communication scholars was interested in finding out if sons who talked to their mothers about sex lead to positive outcomes for their sons. Specifically, they looked at the relationship between communication about sex and sons' sexual satisfaction, sexual self-esteem, and sexual anxiety.

## [Trump Has Uncorked a 'Toxic Blend of Extremist Orientations'](#)

May 18 – The New York Times

Ruth Braunstein, a professor of sociology at the University of Connecticut and the author of the 2021 paper *The Right History: Religion, Race, and Nostalgic Stories of Christian America*, wrote by email that "Christian nationalism can be described as adherence to a mythical vision of the United States as a 'Christian nation' that must be protected and preserved. This mythology has two dimensions: It offers an account of American history that frames the country's founding as sacred and rooted in Christian (or Judeo-Christian) values, and it defines a 'real' or 'good' American today as someone committed to these same values."

## [What Everyday White Americans and the Buffalo Shooter Have in Common](#)

May 18 – Slate

Opinion column by sociology Prof. Matthew Hughey.

## [Five Challenges Awaiting Biden on his Asia Tour](#)

May 19 – Politico

Biden needs to convince South Korean President Yoon Suk Yeol, who took office May 10, and Japanese Prime Minister Fumio Kishida that their strained relations undermine his Indo-Pacific strategy. "It would be a wonderful opportunity for President Biden to recognize that the so-called history debate problems in the region have become security threats ... that lead to diplomatic standoff," said Alexis Dudden, history professor at the University of Connecticut.

## [The Buffalo Shooting Was Centuries in the Making, Experts Say](#)

May 20 – NBC News

Gendron allegedly wrote that he was radicalized on 4chan due to boredom during the early months of the pandemic in 2020. But this theory is not native to 4Chan — Manisha Sinha, an American and African American history professor at the University of Connecticut, said its origins stretch back even further, to slavery and the Reconstruction era. Although fear of Black autonomy and power in the country has long existed, "great replacement" began to take shape as a definitive theory in the late 19th century.

## [How Pharmacists and Health Workers Build Trust with Cambodian Genocide Survivors](#)

May 24 – The Conversation

Research article by Christina Polomoff, professor of pharmacy practice.

## [Dangerous Counterfeit Drugs are Putting Millions at Risk](#)

May 25 – The Conversation

Research brief by Prof. C. Michael White of the School of Pharmacy.

## [Irish Old and New at UConn](#)

May 27 – The Irish Echo

Feature article on Irish language programs at UConn.