

Montana Grizzly Scholarship Association

This Agreement made this ___ day of _____, _____, by and between the University of Montana-Missoula hereinafter referred as "University" and Montana Grizzly Scholarship Association, a non-profit 501 (c)(3) corporation hereinafter referred to as "MGSA".

RECITALS

WHEREAS, the stated purpose of the MGSA is to assist the University athletic program and various fund raising activities; and

WHEREAS, the University recognized the importance of an adequately funded and successful athletic program; and

WHEREAS, the University acknowledges that the MGSA is a non-profit (c)(3) corporation and legally separate organization from the University; and

WHEREAS, the University desires to contract with the MGSA to provide appropriate space for its administrative offices and to provide certain payroll functions in exchange for the fund raising activities and funds provided to the University to promote and enhance the University athletic program; and

NOW THEREFORE, for the stated reasons and upon the mutual promises and covenants contained herein the parties agree as follows:

- I. **Fund-raising.** The MGSA shall use its best efforts to solicit and obtain funds for the University Athletic Scholarship Program; to assist the University athletic program through various fund-raising activities; and to promote public interest, awareness and enthusiasm in all of the sports within the Department of Intercollegiate Athletics at The University of Montana. Funds raised by the MGSA shall be deposited in separate accounts at the University of Montana Foundation and periodically and regularly transferred to the University for use by the University athletic program as designated by the MGSA in consultation with the University Athletic Director.
- II. **GSA Administrative Offices.** The University shall provide to the MGSA on the University Campus and in proximity to the University athletic department appropriate and suitable space for the administrative and support staff of the MGSA.
- III. **Payroll Services.** The University shall provide to the MGSA payroll services for MGSA staff designated as University employees, including the determination of necessary payroll deductions and taxes and the issuance of payroll checks.
- IV. **Term.** This agreement shall be in effect upon execution and shall continue until terminated by either party on ninety (90) days written notice to the other party.

- V. **MGSA Staff.** MGSA staff will be designated as University employees in order to assure accountability consistent with NCAA Guidelines for actions of outside entities. MGSA is responsible for salaries and benefits associated with MGSA staff designated as University employees, and shall cause to be transferred to the University from its accounts with the University of Montana Foundation sufficient funds to pay said salaries and benefits. The continuing employment of MGSA staff is subject to the financial capability of the MGSA to fund said positions and its continuing operations. MGSA staff may be terminated or increased at the direction of the MGSA in consultation with the University Athletic Director. In the event that the MGSA discontinues its operations or ceases to exist, all MGSA staff designated as University employees shall be terminated.
- VI. **MGSA Operational Expenses.** MGSA is solely responsible for any and all expenses associated with its operations and activities.
- VII. **Governing Authority.** The university acknowledges and agrees that the authority to manage and direct the operations and activities of the MGSA is vested in the MGSA Board of Directors and its elected officers and not subject to University governance or control.
- VII. **Entire Agreement.** This agreement contains the entire understanding and agreement of the parties and supersedes any and all prior Agreements.
- IX. **Modification.** No modification of this Agreement shall be valid unless the same is in writing.
- X. **Time is of the Essence.** Time is of the essence of this Agreement.

Memo of Understanding

It is understood that Montana Grizzly Scholarship Association (MGSA) is a separate organization from Montana Intercollegiate Athletics. The MGSA is housed in Adams Center, the Director, Assistant Director, Administrative Assistant and student workers are State of Montana employees. As State employees they are eligible to use the University credit card for purchases. A Banner index is required to track the purchases on the University credit card. MGSA is currently on a direct billing system for services provided by UM i.e. telephone, mail, printing and facilities work orders.

This memorandum of understanding is between The University of Montana, Intercollegiate Athletics and the MGSA. The University of Montana Intercollegiate Athletic department agrees to monitor expenses and insure that MGSA funds are deposited into the restricted University account for expenses incurred and recorded in this index. A positive balance will be maintained.