Edinboro University Foundation  
And  
Edinboro University Alumni Association  
Fiduciary Agreement  

By this Agreement, entered into this 1st day of July, 2017, the Edinboro University Foundation (hereinafter "Foundation") and the Edinboro University Alumni Association (hereinafter "Alumni Association") are entering into a fiduciary relationship with respect to certain Alumni Association assets, subjecting the Foundation to equitable duties to deal with the assets for the benefit of the Alumni Association. In return for the confidence reposed in the Foundation, the Foundation will be obliged to administer faithfully and according to such confidence. Therefore, intending to be legally bound hereby, the parties hereto agree as follows:

1. The Alumni Association will transfer the principal amount of restricted gift assets and true endowments, given directly to the Alumni Association that originates only from external sources. The Alumni Association shall retain title to all assets; including funds (principal, interest and additional gifts) transferred to or invested by, the Foundation acting as the University's fiduciary. All transfers must be authorized in writing by the President of the Alumni Association or his/her designee and each separate transfer will be subject to approval and acceptance by the Foundation. The Foundation may, in its discretion, reject any transfer for reasons that include but are not limited to, the nature of the asset and the restrictions, rules or donor agreements governing the asset or assets proposed to be transferred.

2. The Alumni Association may additionally increase its investment portfolio with the Foundation through the following means: 1) Through the internal movement of funds from unrestricted accounts held by the Association to a restricted category, e.g., endowments for additional scholarships, either named or general in nature; 2) Through the internal movement of funds received from unsolicited sources, including, but not limited to monies forwarded from estates, bequests, or gifts, whether they be restricted in use from the source, or generally received and subsequently transferred to a restricted account fund by the Association; or, 3) Other sources recognized as not being in conflict with the accepted mission of the Foundation to act as the University's fiduciary agent for the direct solicitation of scholarships, development office activities, or other specific University fund-raising activities.

3. The Foundation shall hold and manage transferred assets for the Alumni Association. Assets shall be placed only in "authorized investments" as defined in the Investment Policy of the Alumni Association. The Foundation will be bound by the "prudent man rule" as defined in the Decedents, Estates, and Fiduciaries Act of 1972 (1972, June 30, P.L 508, No. 164, §7302[b].) The Foundation is responsible for acting in accordance with its Investment Policy as limited by the "authorized investments" of the Investment Policy of the Alumni Association. The Foundation is not responsible for any losses with respect to the investment of the funds.
4. Concurrent with the transfer, the Alumni Association shall inform the Foundation of all prior restrictions, rules, and agreements governing each transferred asset. The Foundation is obligated to honor all prior restrictions, rules, and agreements governing each transferred asset. The Foundation may not alter the purpose of any transferred asset.

5. The Foundation is bound to act, with all due speed and without a vote of its Board of Directors, upon all written requests by the President of the Alumni Association or his/her designee, for the return of all transferred assets and for checks drawn upon transferred funds, including the payment of all bills and other obligations associated with each fund.

6. The Foundation may levy charges that represent the cost associated with managing the assets transferred. A fee of .57 percent will be applied uniformly to all Alumni funds managed by the Foundation.

7. All transferred Alumni Association assets will be reported in the Foundation's annual independent audit all in accordance with generally accepted accounting principles. Copies of such reports will be presented annually to the Alumni Association Board of Directors. Any special audits required by the Alumni Association Board of Directors shall be charged to the Alumni Association at cost.

8. Either party reserves the right to revoke this Agreement at any time without cause upon thirty (30) days written notice. The Foundation shall then return all Alumni Association assets, principal at market value, and unspent accrued interest, within thirty (30) working days of the effective date of termination. Marketable securities held by the Foundation shall not be sold upon notice of revocation. Possession of all equities and unexpired bonds and other investments shall be transferred to the Alumni Association within the foregoing time frame, or upon a schedule that shall be mutually established and agreed to by the parties.

9. This Agreement is renewable biennially. It expires June 30, 2019. This Agreement may be amended at any time by mutual agreement between the Alumni Association and the Foundation.

10. In all questions arising from this Agreement, the laws of the Commonwealth of Pennsylvania shall apply.

11. The parties desire to enter into this arrangement to pool assets, not for the purpose of investment strategy, but to reduce fund administration fees and expenses. The parties are tax exempt organizations. The pooled fund will not solicit or accept contributions directly from individual donors. Any donor making a gift will make the donation to the Foundation or the Alumni Association, either of which may in turn place the donation in the pooled fund in accordance with the provisions herein. The participation in this arrangement is incidental to the benevolent and charitable purpose of each party. No part of the net earnings will inure to the benefit of any private officer, director or employee of either party.
12. The Foundation will return to the Alumni Association all fees, dollar for dollar, charged against the Alumni Association for credit card processing fees for gifts, and/or other charges and services. All charges and fees associated with this paragraph will be returned to the Alumni Association’s operating fund by July 31st of each year.

IN WITNESS WHEREOF, duly authorized representatives of the parties have executed This Fiduciary Agreement as of the date and year first above written.

FOR THE FOUNDATION

Signature                                  Date
Steven Rinn, Chair

Signature                                  Date
Patrick Santelli, Vice Chair

Federal I.D. Number 25-1819940

FOR THE ALUMNI ASSOCIATION

Signature                                  Date
Scott Irri, President

Signature                                  Date

Printed Name                                  Title

Federal I.D. Number 25-1329776

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