Affiliation Agreement

This Affiliation Agreement ("Agreement") is made and entered into this 27th day of June, 2009, by and between Carnegie Mellon University (the "University") and Osher Lifelong Learning Institute at Carnegie Mellon University ("OLLI").

WITNESSETH:

WHEREAS, OLLI is a non-profit association recognized as exempt from tax under Section 501(c)(3) of the Internal Revenue Code, whose principal purpose is the operation of a non-credit educational program specifically targeting adults aged fifty years or more and located in the Western Pennsylvania area;

WHEREAS, since its inception in 1992, OLLI has been based at the University but has been, and will continue to be, operated separate from the University as a standalone 501(c)(3) organization; and

WHEREAS, OLLI and the University have had a sixteen year history of mutual respect and cooperation based, in large part, on OLLI /k/a Academy for Lifelong Learning at Carnegie Mellon University Charter dated September 13, 1992 (the "Charter"); and

WHEREAS, the University was awarded a $1,000,000 gift ("Gift") by the Bernard Osher Foundation to support and grow the OLLI program; and

WHEREAS, as a result of the foregoing, the parties desire to enter into this Agreement to confirm the parties' current expectations relating to the OLLI program at the University.

Article 1: Term and Amendments

1.1 The term of this Agreement shall commence as of the date first set forth above and shall continue until (i) a party provides the other party with prior written notice of termination at least one year in advance of the desired effective date of termination, or (ii) terminated for breach by written notice provided by the non-breaching party to the breaching party, but only if the breaching party has committed a material breach of this Agreement and such has not been remedied within thirty (30) days of receipt of written notice from the non-breaching party requiring the breach to be remedied.

1.2 The Agreement may be amended by mutual written agreement of the parties.

Article 2: Responsibilities and Commitments of the University

2.1 Recognizing the interests of citizens of Pittsburgh and Western Pennsylvania, the University shall continue to support OLLI by providing dedicated classrooms, office and meeting space for use by OLLI, in a manner consistent with University's resources and recognizing the unique needs of the senior community, but subject to the then University policies, requirements and commitments.
2.2 The University shall continue to make appropriate University services available to OLLI on the same terms and conditions as are available to University departments including, but not limited to:

2.2.1 reimbursable use of the Print Shop, Media Technology and Desktop Support;

2.2.2 advice and support of the Office of Development, as appropriate;

2.2.3 use of the University mail system and Local Area Network (LAN), including wireless connection to OLLI classrooms and office;

2.2.4 reimbursable use of the University Center conference rooms and catering facilities; and

2.2.5 the provision of a dedicated oracle string (funding provided by OLLI) in the University’s Oracle system for the purpose of paying expenses due the University.

2.3 The University will continue to encourage University faculty to respond favorably as appropriate to OLLI requests for teaching, lectures and other assistance involving OLLI’s programs.

2.4 The University will continue to provide a University liaison to OLLI as a first point of contact to provide assistance and support to OLLI as appropriate (currently, the dedicated liaison is Gloriana St. Clair, the University’s Dean of University Libraries).

2.5 The University will continue to maintain a designated representative to attend Board of Director meetings of OLLI when practicable.

Article 3: Responsibility and Commitments of OLLI

3.1 OLLI shall continue to offer and provide the program to its members while based at the University, and consistent with the proposal to The Bernard Osher Foundation for which the Gift was awarded (including using reasonable efforts to grow the program) and its status as a non-profit association exempt from tax under Section 501(c)(3) of the Internal Revenue Code.

3.2 OLLI will endeavor to be an appreciative guest of the University, and shall follow University policies and procedures applicable to the conduct of members of the University community while on University premises. Without limiting the generality of the foregoing, OLLI shall not tolerate discrimination or harassment on the basis of race, color, national origin, sex, handicap, religion, creed, ancestry, belief, age, veteran status, sexual orientation or gender identity.

3.3 OLLI shall continue to operate separate from the University as a standalone 501(c)(3) association, including utilizing its own accounting and bookkeeping systems, preparing and filing its own tax returns, maintaining its own funds and remaining accountable to its members for the provision of the program.
3.4 OLLI shall reimburse University for salary and benefits paid by University for designated employees, and for other reimbursable expenses.

3.5 OLLI shall continue to support, and encourage its members to support, the University in appropriate ways, which may include:

3.5.1 providing annual “thank you” cash awards to selected University departments;

3.5.2 supporting the “Faculty Liaison” committee;

3.5.3 publicizing in its print and electronic media, educational, social and cultural activities of the University;

3.5.4 sharing conference rooms with students whenever OLLI classes are not in session;

3.5.5 supporting Homecoming Weekend with OLLI volunteers; and

3.5.6 welcoming the University designated representative to the regular Board of Director Meetings of OLLI.

3.6 OLLI will fund and maintain an account in the University’s Oracle system for the purpose of timely paying expenses due the University.

3.7 OLLI will timely cooperate with University in the provision of any reports or information (including financial information) requested by or required to be provided to The Bernard Osher Foundation in connection with the Grant.

Article 4: Liaison Contact Information

4.1 Each party will appoint one person to act as that party’s primary contact for purposes of implementing the provisions of, and questions or problems relating to, this Agreement. Until such time as the University’s Provost or his or her designee advises OLLI otherwise, the University’s primary contact information is as follows:

Name/Title: Gloriana St. Clair, Dean, University Libraries
Address: Carnegie Mellon University
Hunt Library
5000 Forbes Avenue
Pittsburgh, PA 15213
Telephone: 412.268.2447
Facsimile: 412.268.______
Email: gstclair@andrew.cmu.edu
Until such time as OLLI's President or his or her designee advises CMU otherwise, OLLI’s primary contact information is as follows:

Name/Title: President
Address: Osher Lifelong Learning Institute at Carnegie Mellon University
Carnegie Mellon University
Hunt Library
4909 Frew Street
Pittsburgh, PA 15213
Telephone: 412.268.2131
Facsimile: 412.268.5833
Email: adultll@andrew.cmu.edu

Article 5: Entire Agreement

5.1 This Agreement contains the entire agreement between the parties concerning its subject matter, and supersedes any prior oral and written agreements, commitments, understandings or communications between the parties relating to the subject matter, including the Charter.

This Agreement has been executed by duly authorized representatives of the parties, with the intent to be legally bound, effective as of the date first set forth above:

CARNEGIE MELLON UNIVERSITY:

By: [Signature]
Mark S. Kamlet, Provost

OSHER LIFELONG LEARNING INSTITUTE AT CARNEGIE MELLON UNIVERSITY:

By: [Signature]
Julian Elgater, President
F. LIZABETH B. MARTIN
April 10, 2015

Amendments to OLLI (Osher Lifelong Learning Institute’s) Affiliation Agreement with Carnegie Mellon University of July 2010.

WHEREAS, the parties entered into an affiliation agreement dated July 2010, of which a copy is attached and incorporated herein by reference.

WHEREAS, the parties wish to amend said agreement they do hereby agree to the following amendments:

Article 2: Responsibilities and Commitments of the University

2.4 The University will continue to provide a University liaison to OLLI as a first point of contact to provide assistance and support to OLLI as appropriate (appointed, April 9, 2015, the new dedicated liaison is AMY L. BURKERT, Vice Provost for Education).

Article 4: Liaison Contact Information

4.1 Each party will appoint one person to act as that party’s primary contact for purposes of implementing the provisions of, and questions or problems relating to, this Agreement. Until such time as the University’s Provost or his or her designee advises OLLI otherwise, the University’s primary contact information is as follows:

Name/Title: Amy L Burkert, Vice Provost for Education
Address: Carnegie Mellon University
          WH 411
          5000 Forbes Avenue
          Pittsburgh, PA 15213
Telephone: 412.268.5865
Email: ak11@andrew.cmu.edu

Until such time as OLLI’s President or his or her designee advises CMU otherwise, OLLI’s primary contact information is as follows:

Name/Title: President
Address: Osher Lifelong Learning Institute at Carnegie Mellon University
          c/o Lyn Decker / Executive Director
          Carnegie Mellon University
          Hunt Library
          4909 Frew Street
          Pittsburgh, PA 15213
Telephone: 412.268.2131 or 8-7489
Email: ldecker@andrew.cmu.edu
Article 5: Entire Agreement

5.1 This Agreement contains the entire agreement between the parties concerning its subject matter, and supersedes any prior oral and written agreements, commitments, understandings or communications between the parties relating to the subject matter, including the Charter.

This Agreement has been executed by duly authorized representatives of the parties, with the intent to be legally bound, effective as of the date first set forth above.

CARNEGIE MELLON UNIVERSITY

By: [Signature]
Nathan Urban, Interim Provost

OSHER LIFELONG LEARNING INSTITUTE AT CARNEGIE MELLON UNIVERSITY:

By: [Signature]
Joseph B. Shirk, President