

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into on \_\_\_\_\_, 2005 by and between the State University of Iowa, hereafter referred to as the "University", and the State University of Iowa Alumni Association, hereafter referred to as the "Association".

### RECITALS

1. The University is a state university located in Johnson County, Iowa.
2. The Association is an Iowa nonprofit, federally tax-exempt organization founded in 1869 and incorporated on May 29, 1950. It is organized as a membership organization for the alumni of the University and to support the University's educational, scientific and research missions. The Association is a separate entity with a governing board distinct from the University. The Association conducts certain activities on its own and others in cooperation with the University in accordance with a Memorandum of Agreement originally entered into on January 25, 1997, as subsequently amended, the most recent version of which is hereafter referred to as the "MOA".
3. Among other provisions, the MOA provides that the University may, from time to time, disclose to the Association certain data and information useful to the Association for supporting and implementing its mission, including public information in convenient formats and non-public information when disclosure to the Association will not violate any applicable law, all subject to the Association's agreement that it will use such information and data only in connection with supporting and implementing the Association's programs, services and activities.
4. In connection with its programs, services and activities, the Association has in the past been granted by the University a license to use the University's proprietary marks and/or logos in connection with the Association's affinity credit card program (the "Affinity Program"). The Association's current Affinity Program contract will expire on or about December 31, 2005 and the Association will be negotiating for an extension, renewal and/or replacement of the current Affinity Program.
5. The Association wishes to obtain certain assurances and commitments from the University upon which it can rely when negotiating with the financial institution that will be providing the extended, renewed or replaced Affinity Program.
6. Because the University recognizes the benefit to the Association of its participation in an Affinity Program, the University is willing to give certain assurances to the Association upon which it can rely for the purpose of negotiating and entering into an extension, renewal or replacement of the Affinity Program.

### TERMS AND CONDITIONS

In consideration of the foregoing recitals and the following terms and conditions, it is agreed by and between the University and the Association as follows:

1. The University will continue at least until the expiration of the extended, renewed or replaced Affinity Program, to license to the Association, on the same terms as the current licensing arrangement, use of the University's proprietary marks and/or logos in connection with the Affinity Program in which the Association may participate.

2. The University agrees that the Association's right to participate in an Affinity Program will be exclusive and that the University will not grant a right for similar use of its marks and/or logos to any other party and will not directly or through any of its colleges, departments or divisions participate in any one or more competing Affinity Programs aligned with the University or using the University's proprietary marks and/or logos.
3. The University agrees during the term of the current Affinity Program and any extension, renewal or replacement thereof, at least through the expiration of the extended, renewed or replaced Affinity Program, that it will provide to the Association the services and information set forth on Exhibit A attached hereto and incorporated herein by this reference. The services and information specified on Exhibit A shall be specific to the Association's Affinity Program and shall be in addition to and not in lieu of services and information that the University may otherwise make available to the Association.
4. The Association agrees that any information so provided to the Association by the University will be solely for the purposes of supporting the Association and its programs, services and activities including, but not limited to, the Affinity Program and any extensions, renewals or replacements thereof, and as such may be disclosed to the financial institution with which the Association has an Affinity Program contract, provided that the use of any such information so disclosed to such a financial institution may be used only for the purpose of performing its obligations under the Affinity Program contract with the Association, and for no other purposes, and further provided that such information shall not be disclosed by the Association to any other party nor disclosed by the contracting financial institution to any other party for any other purposes.
5. This Memorandum of Understanding is for the purpose of providing assurances so that the Association can appropriately negotiate and enter into an extension, renewal, or replacement of the Affinity Program at or before the expiration of the current contract with the financial institution now providing program related services.
6. This agreement does not allow for the disclosure of social security numbers or racial information.

**THE STATE UNIVERSITY OF IOWA**

By \_\_\_\_\_  
Phillip E. Jones,  
Vice President for Student Services and Dean of Students

By \_\_\_\_\_  
Andrew M. Ives,  
University Business Manager

**THE STATE UNIVERSITY OF IOWA ALUMNI ASSOCIATION**

By \_\_\_\_\_  
Vince Nelson, President

By \_\_\_\_\_  
Dale E. Baker, Chairman of the Board

## EXHIBIT A

### Commitment of the University's services and information to the Association

1. Upon the Association's request, but no more than four times during any academic year, provide in convenient electronic format an updated list of current University students with their local mailing addresses.
2. Permit the Association, or its representatives, to maintain an Affinity Program related informational/promotional table at the Iowa Memorial Union up to seven days per each semester. The right to have such a table from credit card information/marketing is exclusively granted to the Association until the expiration of the extended, renewed or replaced Affinity Program.
3. Upon the Association's request, not more than once per academic year, provide to the Association in convenient electronic format an updated list of current students with permanent/home mailing addresses.
4. Upon the Association's request, not more than once per semester, provide to the Association in convenient electronic format an updated list of current students with local telephone numbers.
5. Upon the Association's request, not more than twice per semester, provide to the Association in convenient electronic format an updated list of current students with e-mail addresses.
6. Upon the Association's request, not more than once per semester, provide to the Association in convenient electronic format an updated faculty/staff list of names and mailing addresses. The Association will make a reasonable effort to remove anyone from this list who has any drop code on the Association's database.
7. Upon the Association's request, not more than once per semester, provide to the Association in convenient electronic format an updated faculty/staff list with current e-mail addresses.
8. Upon the Association's request, not more than four times per academic year, provide to the Association in convenient electronic format an updated list of parents of current students with mailing addresses, phone numbers and e-mail addresses.
9. Upon the Association's request, provide reasonable opportunities for the Association and its representatives to communicate with parents during the University's summer orientation programs regarding the wise use of credit and services, programs and products offered through the Association.