

## **SUPPORT AGREEMENT**

**THIS SUPPORT AGREEMENT** dated as of this \_\_14th\_\_ day of April, 2022, is between **RICHARD BLAND COLLEGE** (the “College”), a publicly supported institution of higher education of the Commonwealth of Virginia, and the **RICHARD BLAND COLLEGE FOUNDATION, INC.** (“Foundation”), a Virginia non-stock corporation.

### **WITNESSETH:**

WHEREAS, the College, as an instrument of the Commonwealth, has a mission of providing access to higher education for all citizens throughout the Commonwealth, and thereby contributing to the economic development of the region in which the College is located and the Commonwealth; and

WHEREAS, the Attorney General of Virginia has advised Virginia’s publicly supported institutions of higher education that affiliated foundations exist because of and for the public institutions they support, and after which they are named; and

WHEREAS, the Foundation, as stated in its Articles of Incorporation, is a tax-exempt separately incorporated 501(c)(3) non-profit organization governed by its own Board, which oversees its operation for the benefit of the College; and

WHEREAS, the College and the Foundation, based on their respective missions, seek to outline the terms and conditions for supportive operations between the parties; and

WHEREAS, the College and Foundation has previously entered into longstanding Memoranda of Agreement which had addressed the Parties’ fiscal and operating relationship; and

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants following, the College and the Foundation agree as follows:

### **Section 1. General Support Commitment**

- (a) The College shall provide operational assistance, technical services, and technology support to the Foundation, and the College will confidentially maintain records for Foundation operations. Where appropriate in furtherance of its mission, the College’s specific duties on behalf of the Foundation may include, but are not limited to:
  - i. performing administrative and accounting support for various business functions of the Foundation;

- ii. assigning intellectual property developed through the performance of contracts and grants to the Foundation, should such property show promise for innovation or revenue generation;
  - iii. providing the Foundation use of Campus facilities for its use in executing functions under this Agreement; and/or
  - iv. granting the Foundation the right to use the College's name, likeness, seal, identifying marks and symbols in furtherance of the missions.
- (b) The Foundation shall support the College's mission and strategic goals, establish business alliances with corporations and educational institutions for the benefit of the College, and support fundraising activities. Where appropriate in furtherance of its mission, the Foundation's specific duties on behalf of the College may include, but are not limited to:
- i. managing the College's Endowment;
  - ii. obtaining, receiving, holding or expending funds for public use;
  - iii. managing the rental or lease of public facilities or lands;
  - iv. supporting the College's branding, marketing and communication efforts;
  - v. supporting auxiliary projects, agreements, and programs of the College;
  - vi. supporting fundraising activities for the benefit of the College;
  - vii. assisting the College's Administration in carrying out compliance and operational reviews, as needed; and/or
  - viii. providing stipends or supplemental compensation for support services provided by full-time and part-time College staff.

Should the Parties seek additional support from one another, such support shall be mutually agreed upon and executed in written form.

## **Section 2. Compensation**

- (a) The parties agree that the College shall pay the Foundation any remaining revenues after adjustments have been made for related expenses.
- (b) The Foundation shall reimburse the College annually for the cost of administrative support; financial services; and goods and supplies provided by the College. All payments shall be made to the College no later than one hundred-twenty (120) days after the end of the Commonwealth's fiscal year (June 30).
- (c) The College shall, each year on or about May 1 and October 1, provide the Foundation with an invoice documenting the support costs and expenses for services provided under this Agreement.

- (d) The Foundation shall, each year on or about May 1 and October 1, provide the College with an invoice documenting the support costs and expenses for services provided under this Agreement.

**Section 3. Assignment**

This Agreement shall inure to the benefit of and shall be binding upon the College and the Foundation and their respective legal representatives, successors, and assigns. Neither party may assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

**Section 4. Appropriation by the General Assembly - Board of Visitors  
Determination of Sufficiency of Funds and Financial Exigency**

- (a) The College's performance of its obligations under this Agreement is subject to and conditioned on the appropriation of funds by the General Assembly of Virginia necessary and sufficient to carry out the College's obligations hereunder, as determined by the College's Board of Visitors.
- (b) In the event of a declaration of financial exigency by the Board of Visitors, the College shall promptly notify the Foundation and any mortgagor, lender (or successors in interest) of the debt financing the Project of any failure to appropriate sufficient funds that would adversely affect the ability of the College to carry out its obligations hereunder.

**Section 5. Indemnification**

To the extent permitted by law, Richard Bland College shall only be responsible and liable for the negligent acts and omissions of its agents, officers, and employees related and personal injury or property damage which may arise from its actions under this Agreement. Also, the Richard Bland College Foundation shall only be responsible and liable for the negligent acts and omissions of its agents, officers, and employees, related and personal injury, or property damage which may arise from its actions under this Agreement. This provision in no way is a waiver of the Sovereign Immunity or Qualified Immunity of the Commonwealth of Virginia, Richard Bland College, or their agents.

**Section 6. Severability**

If any provision of this Agreement is held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof, and this Agreement shall be construed and enforced as if such invalid provision had not been contained herein.

This Support Agreement also incorporates by reference, the terms and conditions that relate to notice, choice of law, termination, nondiscrimination, taxes, transfer of funds, and amendments, enumerated in the Parties Memorandum of Understanding dated December 6, 2017 (See Exhibit A).

Section 7. Signature and Approval Authority

Pursuant to Foundation bylaws, the College agrees that any expenditures or reimbursements will be processed in accordance with the Foundation Board's internal control process. The College designates its Director of Foundation Accounts, or another appropriate Finance Department employee, to serve as the liaison for Foundation accounting matters.


It is affirmed that the College and the Foundation cannot bind the other in contract without the expressed consent of the other.

**IN WITNESS WHEREOF**, the parties hereto have authority to bind each of their respective entities and have caused this Support Agreement to be executed in their names as of the date first above written.

**RICHARD BLAND COLLEGE,**  
a publicly supported institution of higher education of  
the Commonwealth of Virginia

By  \_\_\_\_\_  
Name: DEBBIE L. SYDOW  
Title: President

**RICHARD BLAND COLLEGE FOUNDATION,**  
a Virginia limited liability company

By  \_\_\_\_\_  
Name: CHARLES A. PATTON  
Title: Chairman