



University of Alaska, Anchorage
Seawolf Men's Ice hockey
Collaborating
Memorandum of Understanding

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Version: 2.0
May 1, 2021

MEMORANDUM OF UNDERSTANDING

(UAA Seawolf Hockey)

This Memorandum of Understanding (MOU) is entered into by and between the following (collectively “parties”):

University of Alaska Anchorage (UAA), Athletics Department; by the Director of Athletics

And

Save Seawolf Hockey, LLC (SSH); by the Chairman.

1. **Purpose.** The purpose of this MOU is to summarize the mutual understanding of Save Seawolf Hockey, LLC, and the University of Alaska Anchorage. It is understood that the fulfillment of these terms will be planned and executed collaboratively between Save Seawolf Hockey, LLC, and the UAA Department of Athletics, effective with the dated signatures of the parties’ principles below. This MOU is contingent upon Seawolf Hockey’s reinstatement, in accordance with, the terms of the UA Board of Regents for reinstatement as stated in the minutes of the February 25-26, 2021, meeting. These terms require SSH to raise three million dollars of private philanthropic funds no later than August 30, 2021. This will allow the reinstatement of Seawolf Hockey and the resumption of competition beginning with the 2022-2023 season and the funding of the team for both the 2022-2023 and 2023-2024 seasons. The principles and elements below pertain to efforts of the parties to collectively fund the program starting July 1, 2024. These efforts will begin immediately after reinstatement and continue indefinitely. This MOU also addresses future operational business planning for the program, including but not limited to game management and fan experience, a conference affiliation, and short and long term facility requirements.

2. **Representatives.** UAA through its Athletic Department represents and sponsors athletics for its campus in Anchorage, Alaska. SSH is a nonprofit Alaska LLC which represents the Alaska and Anchorage general communities in the support of men’s ice hockey. Upon reinstatement of Men’s Ice Hockey SSH will be superseded by another non-profit organization. At that time, this MOU will be re-executed under the new organization’s principal’s signature. The principal representatives of the parties shall be The Seawolf Hockey Advisory Council as stated below:

- **Mission.** The mission of the UAA Seawolf Hockey Advisory Council (“The Council”) is to support, advise and work collaboratively with the UAA Director of Athletics and Head Ice Hockey Coach (“Hockey Leadership”) in the establishment, pursuit and realization of short and long-term plans and goals associated with solidifying and growing the overall brand, sustainability, and impact of UAA Hockey locally, regionally, and nationally.

- **Business Conduct.** The Council and Hockey Leadership will meet periodically throughout the year to discuss priorities of the team and the areas that The Council can play the most significant role in supporting the program in addressing those priorities. These priorities will focus on external outreach and associated goals, such as fundraising, special event development, marketing, ticket sales, merchandise sales, conference affiliation, facilities, etc. A review of the program’s financial status will also be a routine agenda item of all Council meetings.
- **Representatives.** There are eleven initial representatives presented by the SSH Chairman for concurrence by the UAA Athletic Director, to the Seawolf Hockey Advisory Council. The UAA Athletic Director may nominate two additional members for a total of thirteen members.

3. **Institutional Control.** The parties shall adhere to all NCAA Division I rules and conditions with specific emphasis on NCAA By-law 6 which refers to Institutional Controls. This includes compliance and financial audits required of all third-party institutions representing UAA. Major decisions and approval for the management and oversight of all major plans, activities, and negotiations, on behalf of UAA will be approved by the Athletic Director or his representative. This includes the use of trademarked or registered intellectual property of UAA. The parties shall agree to an understanding involving categorically what types of communications, correspondence, and social media exposures can be conducted by SSH without specific UAA approval and which may not.

4. **Provisions.** No UAA general funds dollars shall be used to fund men’s ice hockey during the 2022-2023 and 2023-2024 seasons. Upon reinstatement, UAA will make reasonable efforts to use all revenue earned through hockey to offset expenses incurred by the hockey program. Such revenue should only be used for other athletic department operations if hockey revenue exceeds expenses for the year and after review and approval by the Hockey Advisory Council. The Athletic Department will continue the current employment of the current Head Coach and the Assistant Coach(s) for FY22 with funds provided by UAA. Employment of the coaches will be necessary to promote the new vision for UAA Hockey, conduct fund raising activities, and to begin recruiting and scheduling upon reinstatement of hockey. This paragraph is subject to the preceding paragraph regarding Institutional Controls. Subject to paragraph 6, these terms are aspiration and non-binding and may be more formally set forth in a future agreement.

5. **Elements for future Program Success.**

- a. **Operational Business Plan.** Development by the Athletic Department and the Hockey Advisory Council of a comprehensive near and long-term business plan that will give the team the opportunity to rebuild and sustain a Division 1A hockey program. This would include multi-year philanthropic fund raising and revenue generation including marketing and community engagement, venue planning, commercial sponsorships, broadcast, ticket sales, scheduling, branding, etc. It will stipulate the mix between, private contributions (Fund Nine), revenue generation, and general fund (Fund One) dollars towards sustainment beginning in 2024. This plan must conform to and support the annual hockey budget, revenue generation and marketing plan, and conform to the Athletic Department’s overall operational business plan when available. It will include all

elements listed below. Lead: UAA Athletics/Hockey Advisory Council. Collaboration: SSH. Timeframe: Start; 09-01-2021, Complete; 12-31-2021.


- b. Multi-Year Season Ticket Plan. Commitment to as early as possible, a major season ticket drive on campus and in the community. The University in collaboration with the Hockey Advisory Council must explore ways to engage students and community fans to facilitate ticket purchases, while aggressively promoting UAA hockey games. The University must conduct an expansive community ticket drive, with the help of SSH, leveraging stakeholders, businesses, and individuals to purchase multi-year season tickets to Seawolves games setting an initial goal of 3500 season tickets. Lead: UAA Athletics. Collaboration: SSH. Timeframe: Start; 11-01-2021; Ongoing Effort.
- c. Short Term Off Campus Venue. Focus on the venue near term for games that provide fans a quality game experience. Sullivan Arena is the obvious choice near term, but any lease needs to focus on securing preferential rights to preferred season dates, basic amenities, and seating flexibility. The prior lease was one sided with the Seawolves receiving little, if any, revenue benefit, making this a substantial fixed cost. UAA athletics must negotiate a new contract with the Sullivan Arena to provide shared financial outcomes that serve all parties in hosting games. Lead: UAA Athletics. Timeframe: Start; 05-01-2021; Finish; 11-01-2021.
- d. Long-Term Permanent on Campus Venue. The Athletic Department, in cooperation with the Hockey Advisory Council, will develop a long-term vision for a venue on campus by supporting a feasibility study of expansion of the Seawolf Sports Complex or constructing another on-campus venue. Such feasibility study would allow exploration of a renovation or new construction to accommodate an NCAA Division I hockey program, as well as other campus amenities to serve the overall UAA student experience. Such study does not obligate UAA or the Hockey Advisory Council to act upon the result of the study. The Seattle Kraken have proposed support (at a level allowed by NCAA Division I By-Laws and UAA procurement policies) for an initial study by sports architects, Generator Studio, to offer a venue solution critical to long-term success for the program. Lead: UAA Athletics. Collaboration: Seattle Kraken/SSH. Timeframe: Start; 09-01-2021 until completion.
- e. Hockey Conference. UAA must pursue membership in a Division I hockey conference to remain a long-term viable program. In the interim, schedule best possible competition to insure fan support. This should include an annual college hockey tournament featuring UAA and UAF hockey in Seattle. Lead: UAA Athletics. Collaboration: SSH/Kraken. Timeframe: Start; 09-01-2021 until completion.
- f. Hockey Venue Experience. Provide an engaging and dynamic fan experience at home games. The hockey venue must include visual and audio elements that provide game information, entertainment, fan participation, and venue amenities that result in a positive experience to complement the on-ice play. Game management, pre-game, period breaks, and after game involvement must encourage and incorporate the fans. This is totally necessary to support multi-year season ticket sales, as well as group and student attendance. UAA Hockey must become a “must-do” event. Successful branding will not be possible without this element. This was a major deficiency in the past and led to diminished attendance. Lead: SSH. Collaboration: UAA Athletics/UAA Student Affairs/Kraken. Timeframe: Start; beginning of 2022-2023 season; Ongoing Effort.

6. **Non-binding/Non-Legally Enforceable Obligations.** Except for the provisions in paragraph 3 (Institutional Control) and the non-use of General Fund monies in paragraph 4 above, both of which are intended to be binding and enforceable, this MOU does not create legally enforceable obligations for either party, nor does it establish a standard of care attributable to the activities outlined in this MOU. Statements of intent or understandings in this MOU shall not be deemed to constitute any offer, acceptance, or legally binding agreement, and do not create any rights or obligations for or on the part of any party to this MOU. The remedies for any dispute arising out of this MOU are by appropriate amendment or termination of the complete MOU. All confidential or proprietary matters (except matters publicly available) respecting either party will be kept in strict confidence by the other party. The parties acknowledge that this MOU is not confidential and is a public document.

7. **Conclusion.** In conclusion, the parties understand that the UAA Athletics mission includes: academic achievement, athletic excellence, and community connectivity. To that end, the long-term pathway forward for UAA Athletics, including hockey and all other sports, cannot follow the status quo. The future must be founded on 1) a reshaped fundraising mindset and structure for the entire Athletic Department, 2) an adequate, realistic, and transparent annual budget allocation for Athletics from the UAA administration, 3) accurate future budget projections which will allow proper business planning and stability, and 4) trusted, collaborative working relationships on campus and in the community that result in revenue growth and brand enhancement of Seawolf Athletics and the University of Alaska Anchorage. Additional terms and elements may be agreed upon and added at a future date and as progress and conditions call for mutually agreeable amendments.

8. **Authentication.**

For the University of Alaska Anchorage, Athletic Department:

DocuSigned by:

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Greg Myford, Director of Athletics

May 1, 2021
Date

For Save Seawolf Hockey, LLC:

DocuSigned by:

E6C8268EB8FE443...

Kathie Bethard, Chairman

May 1, 2021
Date