

COLLABORATION AGREEMENT

This Collaboration Agreement (the “Agreement”) is made as of April 25, 2024, by and between the Alumnae Association of Mount Holyoke College (the “Association”) and the Mount Holyoke College Class of 1965 (the “Class”), each a “Party” and, collectively, the “Parties.”

WHEREAS, the Association is a Massachusetts nonprofit corporation formed pursuant to Chapter 180 of the Massachusetts General Laws and recognized as exempt from federal income tax pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended;

WHEREAS, the Class is an unincorporated association formed to facilitate Association operations and activities for members of the Class, organize Class activities, and develop programming related to Class reunions; and

WHEREAS, in order to minimize tax issues and administrative burdens associated with establishing and maintaining Class treasuries, the Parties desire to enter into this Agreement outlining the rules, roles and responsibilities involved in collaborating with the Association to administer the Class treasury;

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties hereto agree as follows:

I. Administration of Funds by the Association

1. Class Funds. All Class funds, including any membership dues and funds from other sources, shall be paid directly to and collected directly by the Association and be held as an Association-managed Class treasury subject to the Association’s control; no funds shall be held by the Class. The Class shall remain responsible for preparing and implementing its budget subject to such guidelines as the Association may issue from time to time.
2. Membership Dues. The Class may establish membership dues, payable to the Association, by vote of the Class membership. Dues, if any, may be set every five (5) years for the subsequent five (5) year period. The Class may opt to set dues at levels that match the reunion year (e.g., \$5 dues for the 5th reunion, \$10 for the 10th reunion, etc.), or at a level that best suits the Class. Such dues shall be voluntary and shall not affect the status of a member in regard to notice or the right to participate in and vote at Class meetings or meetings of the Association’s members.
3. Reunion Budgeting and Accounting. The Class shall develop and maintain its reunion budget consistent with such guidelines as may be issued by the

Association from time to time. All reunion-related expenses shall be processed by the Association. The Class shall remain responsible for any reunion deficit, and any deficit shall be deducted from future accumulations in the Class treasury. The Class treasury shall retain any reunion surpluses.

4. Reimbursement of Expenses. The Class president and/or treasurer shall submit invoices or receipts to the Association for payment or reimbursement from the Class treasury held by the Association. The Association shall review invoices and receipts to ensure that the requested expenditure is within Association guidelines, and shall pay invoices and reimburse receipts that fall within its guidelines from the Class treasury.

It is the Class treasurer's responsibility to ensure that all Class officers know: (a) that all expenses must have an eligible Class business purpose in accordance with the Association's expenditure guidelines; and (b) which expenses are permissible pursuant to the Association's guidelines, and any applicable dollar limits.

5. Financial Reports. Upon request, the Association will provide a financial report to the Class setting forth the amount of funds collected for the Class and the amount of disbursements made on behalf of the Class. The Class treasurer, or other Class officer, shall review the report for accuracy and should understand all income and expense entries.

II. Class Obligations

1. Class Charter. As of the date of this Agreement, the Class Charter attached as Exhibit A to this Agreement is the organizing document for the Class (the "Class Charter"). No amendment shall be made to the Class Charter except with the approval of the Association. The Class shall abide by the Class Charter and any amendments thereto approved by the Association.
2. Responsibilities. In accordance with this Agreement and the Class Charter, the Class shall organize Class activities, develop programming related to Class reunions, disseminate news regarding alums, and may establish dues or develop other fund sources to help defray the cost of such activities, all in coordination and cooperation with the Association.
3. Activity Reports. The Class shall report to the Association at such times, in such form, and regarding such topics as the Association may determine, which topics shall include, but are not limited to, activities of the Class, reunion plans, establishment of dues, if any, and Class engagement with members of the Class.

4. Notice of Officers. Following any election of Class officers, the outgoing president, secretary or other officer shall provide the Association with notice of the approved slate of incoming Class officers.
5. Association Guidelines, Policies and Procedures. The Class shall comply with all guidelines, policies and/or procedures that the Association may, from time to time, adopt related to Mount Holyoke College alum classes. Such guidelines may include, but are not limited to, any and all policies, procedures or other guidelines issued by the College or the Association related to duties of Class officers, collection of membership dues, permissible disbursements, conflicts of interest, social media use, and use of Class member lists.
6. Indemnification and Limitation of Liability. The Class hereby indemnifies and holds harmless the Association and its officers, directors, employees, agents, successors and assigns from and against any and all losses, claims, liabilities, damages, costs and expenses, including reasonable attorneys' fees, which may arise out of or relate to activities conducted by the Class, including reunion activities, any breach of this Agreement by, or any act or omission of, the Class, its officers, members, agents, successors or assigns. The Association shall have no responsibility for the actions or activities of the Class, and shall have no liability or responsibility for any act or omission of the Class or resulting from the operation of the Class. In making expenditures from the Class treasury, the Association shall rely solely on the authorization of the Class president and/or treasurer as the representative of the Class. The Association shall not be responsible for any review or investigation of an expenditure authorized by the Class president or treasurer.

III. Adoption of Agreement by the Class

By executing this Agreement, the Class president attests that the officers and/or members of Class have authorized adoption of this Agreement by a vote at a meeting of the Class officers and/or members called and held in the manner prescribed in the Class Charter on June 15, 2024 .
(DATE)

IV. Term, Termination and Class Treasury Closure

1. Term. Subject to earlier termination as provided below, this Agreement commences as of the date written above and shall continue in effect until closure of the Class treasury, as hereinafter described.
2. Termination. The Association may terminate this Agreement upon ninety (90) days' written notice to the Class. Upon termination of this Agreement, the

Association shall retain all funds and assets held on behalf of the Class and shall use such funds and assets for purposes that are as near as possible to the purposes for which the funds were received as the Association determines in its sole discretion.

3. Class Treasury Closure. The Class treasury shall be closed on the date of the sixty-fifth Class reunion as determined by the Association. Upon closure of the Class treasury, all remaining funds and assets of the Class shall be distributed exclusively to the Founders Fund of the Association to be used (i) to fund any future reunions and any mailing expenses of the Class and (ii) for future alum engagement activities.

V. Miscellaneous

1. Notice. Any notice required or permitted to be given pursuant to this Agreement shall be addressed to the Parties as set forth below.

If to the Association, notice shall be provided to the Association's Executive Director at:

Alumnae Association of Mount Holyoke College
Mary Woolley Hall
50 College Street
South Hadley, MA 01075
Email: alumassociation@mtholyoke.edu

If to the Class, notice shall be provided to the Class president at the address that the Association has on file for the Class president or, if the Class does not have a physical address on file for the Class president, to the electronic mail address that the Association has on file for the Class president.

Notices may be delivered by certified mail (return receipt requested) which is deposited in a United States general or branch post office, or delivered by a reputable overnight commercial carrier or hand delivered. Notices sent by certified mail shall be deemed effective upon receipt. The rejection or other refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request sent. Notices sent by electronic mail shall be deemed effective upon sending.

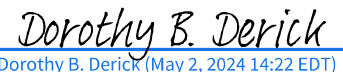
2. Entire Agreement. This Agreement, including any exhibits, is the entire agreement between the Parties relating to the subject matter hereof and supersedes all prior agreements, proposals, representations and commitments.
3. No Third-Party Beneficiary. No third party may enforce or rely upon any obligation of or the exercise of or failure to exercise any rights of the Association or the Class in this Agreement. This Agreement is not intended to create any rights in a third-party beneficiary.
4. Governing Law. This Agreement shall be interpreted in accordance with the laws of The Commonwealth of Massachusetts, excluding its conflict of law provisions, and the courts of said state shall have exclusive jurisdiction in any controversy relating to or arising out of this Agreement.
5. Waiver. A failure by either Party to exercise any right provided for herein shall not be deemed to be a waiver of any right hereunder.
6. Severability. In the event that one or more of the provisions of this Agreement is invalid or otherwise unenforceable, the enforceability of remaining provisions shall be unimpaired.
7. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement, and signed signature pages may be transmitted by facsimile or by PDF, and any such signature shall have the same legal effect as an original.
8. Amendments. No terms or conditions, other than those contained herein, and no amendments, extensions or modifications hereto shall be binding unless made in writing and signed by the Parties hereto.
9. Signatures. Each Party agrees that the individual signing this Agreement on its behalf is duly authorized to do so, and that the signature of such individual hereon binds that entity for which the individual executes this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date above-written.

Alumnae Association of Mount Holyoke College

By: 
Trisha Tanner (May 2, 2024 14:35 EDT)
Name (Print): Trisha Tanner
Title: Executive Director of the Alumnae Association

Mount Holyoke College Class of 1965

By: 
Dorothy B. Derick (May 2, 2024 14:22 EDT)
Name (Print): Dorothy B. Derick
Title: President

1965 Collaboration agreement

Final Audit Report

2024-05-02

Created:	2024-05-02
By:	Katherine Cadorette (kcadoret@mholyoke.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiz7fHSUATIfNBsB7r5CPF2x6hOYudoqy

"1965 Collaboration agreement" History

 Document created by Katherine Cadorette (kcadoret@mholyoke.edu)

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2024-05-02 - 6:35:02 PM GMT- IP address: 66.249.83.40

 Signer ttanner@mholyoke.edu entered name at signing as Trisha Tanner

2024-05-02 - 6:35:54 PM GMT- IP address: 138.110.167.28

 Document e-signed by Trisha Tanner (ttanner@mholyoke.edu)

Signature Date: 2024-05-02 - 6:35:56 PM GMT - Time Source: server- IP address: 138.110.167.28

 Agreement completed.

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