

SERVICE AGREEMENT**Between MSU–Northern
And Montana State University–Northern Foundation**

This agreement, entered into on the 1st day of July, 2003, by and between Montana State University–Northern, hereinafter referred to as NORTHERN, and the Montana State University–Northern Foundation, hereinafter referred to as FOUNDATION, is for the purpose of establishing the relationship between said entities to facilitate accomplishment of the mission of NORTHERN in the interest and for the benefit of the students and faculty thereof and the people of the State of Montana.

NORTHERN and the FOUNDATION hereby agree as follows:

1. The Foundation will be responsible for providing the expertise and services incident to soliciting, obtaining, remitting, transferring, accounting and reporting gifts, bequests, grants, or donations of funds of real and/or personal property from individuals, corporations and foundations for the use and/or benefit of NORTHERN.
2. All resources obtained by the FOUNDATION shall be utilized for operational costs of the FOUNDATION, instruction, research, equipment, library acquisitions, or any other lawful purpose mutually determined to be beneficial to NORTHERN, and that the disposition of such resources shall be consistent with the expressed intent of the donor.
3. The FOUNDATION will solicit, manage and disburse assets in support of Montana State University-Northern. In the broadest sense, the purposes of the Foundation are:
 - 1) to create an awareness within the private sector of the financial needs of the University which are not met by tuition and fees or state and federal support.
 - 2) To implement a plan by which these financial needs can be met using annual, planned gift, major gift, capital, and comprehensive campaigns.
 - 3) The safeguarding and management of the assets derived from private support.

To fulfill these purposes, it shall be the responsibility of the FOUNDATION to institute an organized program for obtaining gift support from alumni, friends, faculty and staff, corporations, organizations, and foundations through a comprehensive campaign using annual, capital and deferred gifts.

4. The FOUNDATION staff will serve on university-related committees at the request of the Chancellor of NORTHERN and subject to trustee approval. In addition, the FOUNDATION staff will provide a positive program of public relations in the community and region by serving on civic committees, speaking to service clubs and organizations, and functioning as a communication link between NORTHERN and its external constituencies.
5. NORTHERN will provide the FOUNDATION an institutional Master Plan and a prioritized request for supplemental funds.

6. When feasible, the FOUNDATION agrees to record and report direct gifts as part of the annual gifting program at NORTHERN.
7. All transfer of funds or other resources between the parties shall be documented and recorded as required by law and accounted for by regular accounting procedures.
8. Major requests for FOUNDATION funds to be used by NORTHERN will be presented by NORTHERN'S administration for consideration and decision by the FOUNDATION Board of Directors. Other minor requests for funds shall be directed to the Special Projects Committee of the FOUNDATION. The Board of Directors will make final decisions on these requests.
9. NORTHERN will have the right of inspection of FOUNDATION records and require a financial statement for any given time period and shall receive copy of the most recent audit of the FOUNDATION'S finances by an independent certified public accountant.
10. NORTHERN agrees to provide the FOUNDATION with office space on campus. NORTHERN will also provide utilities, maintenance functions, and as mutually agreed upon, office and computer equipment as well as computer services, appropriate support staff and other facilities or services.
11. In consideration for the assumption of the above responsibilities and performance of related services, NORTHERN will transfer funds to the FOUNDATION in accordance with an annually negotiated Letter of Agreement which is to be considered a part of this contract.
12. The FOUNDATION shall comply with all applicable state and federal laws, including, but not limited to, Montana Workers=Compensation Law, Montana unemployment insurance laws, Montana minimum wage laws, and Montana human rights and discrimination laws. In particular, all hiring by the FOUNDATION must be on the basis of merit and qualifications and the FOUNDATION must not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.
13. This agreement shall remain in full force and effect from the date entered into until thirty (30) days after receipt by either party of written notice from either party proposing modification or termination thereof.

Brian Lilletvedt, President
MSU-Northern Foundation

Date

Alex Capdeville, Chancellor
MSU-Northern

Date