

**AFFILIATION AGREEMENT  
BETWEEN  
GEORGE MASON UNIVERSITY  
AND  
THE OSHER LIFELONG LEARNING INSTITUTE AT  
GEORGE MASON UNIVERSITY**

THIS AFFILIATION AGREEMENT (“Agreement”) is made this 1st day of July, 2012, by and between George Mason University (“Mason”) and the Osher Lifelong Learning Institute at George Mason University (“OLLI”).

WHEREAS, the Mason is an institution of higher education established pursuant to Virginia Code § 23-91.24, *et seq.*; and

WHEREAS, OLLI, an independent Virginia corporation and non-profit organization dedicated to offering older adults in Northern Virginia learning opportunities through a wide variety of non-credit, non-degree-granting classes, events and activities, seeks to fulfill its mission as an affiliated educational institute of Mason by offering its program at one or more locations on Mason campuses; and

WHEREAS, the General Assembly of the Commonwealth of Virginia has encouraged the Commonwealth’s institutes of higher education to support “Learning in Retirement” institutes and organizations; and

WHEREAS, Mason is a party to an April 2006 Grant Agreement from the Bernard Osher Foundation to support OLLI, and

WHEREAS, the parties wish to set forth the terms and conditions of a mutually beneficial affiliation;

NOW, THEREFORE IN CONSIDERATION of the mutual promises and benefits hereunder and other good and valuable consideration, the parties mutually agree to all of the following:

**1.0  
TERM**

1.1 This Agreement shall be for a term of five (5) years beginning on July 1, 2012 and ending on June 30, 2017. The parties may renew for additional five-year terms by mutual written agreement. Either party may terminate this Agreement without cause at any time by serving written notice of its intent to terminate not less than six (6) months in advance of such termination.

1.2 The Parties shall enter into a separate Space Usage Agreement (the “License”) governing the use of space by OLLI in Mason facilities on terms reasonably satisfactory to OLLI and sufficient for OLLI’s reasonable requirements.

## 2.0 MASON OBLIGATIONS

2.1 Mason shall support, consistent with its resources, OLLI programs and operations in Northern Virginia by providing the following:

- 2.1.1 Fairfax Campus, Tallwood Property - Dedicated classroom, office, meeting and social space without rental cost, as well as access to parking in accordance with the provisions established in the License signed contemporaneously herewith.
- 2.1.2 Loudoun Site - Use of classroom and other support spaces on a space available basis as outlined in the License.

2.2 Mason shall make facilities and services available to OLLI on the same terms and conditions as are available to Mason departments, including but not limited to:

- 2.2.1 Use of printing and copying facilities;
- 2.2.2 Advice and support of the Office of University Development on matters relating to OLLI fund-raising;
- 2.2.3 Advice and support from Mason's Media & Public Relations Office on matters relating to OLLI marketing and promotion;
- 2.2.4 Advice from Mason's Information Technology Unit on matters relating to information technology and related services;
- 2.2.5 Advice from Educational Media Services;
- 2.2.4 Use of Mason's mail stop;

2.3 Mason shall continue to encourage its faculty to respond favorably to OLLI requests for teaching and other assistance involving OLLI's program. It is understood that such assistance to and participation in OLLI programs is voluntary on the part of individual faculty members and that, in accordance with OLLI's standard policy, no remuneration or honoraria are awarded.

2.4 Mason shall continue to provide persons who are officially certified by OLLI as active OLLI members or staff with identification (ID) cards that identify them as "Affiliate" and "faculty/staff." As such, OLLI staff and OLLI members shall be entitled to the benefits found in **Addendum 1** to this Agreement. This Addendum may be modified in writing and signed by all Parties, from time to time, as circumstances require.

### 3.0 OLLI OBLIGATIONS

3.1 OLLI shall undertake to continue to provide its program to older persons in Northern Virginia utilizing the space in accordance with the License and such other sites as may subsequently be established. It shall use its best efforts to continue to offer its program at sites that are not part of University campuses in accordance with the License.

3.2 OLLI shall support Mason in appropriate ways, including but not limited to:

3.2.1 Award of annual scholarship funds to the George Mason University Foundation;

3.2.2 Development of joint or cooperative programs of classes and other activities with University entities in which the participation of older adults and students may create synergies beneficial to both Mason and OLLI;

3.2.3 Publicizing in its print and electronic media educational, social, cultural, community and other activities organized or sponsored by Mason, particularly those in which older citizens may be interested or could play a valuable role. Included among these activities are: the Center for the Arts, Harris Theater, Hylton Performing Arts Center, Patriot Center and Aquatic and Fitness Center;

3.2.4 Use of rooms and facilities designated in the License by Mason departments and other affiliates during such time, as the space is not needed for OLLI programs or functions. Such requests shall be made by and through Mason's Office of Space Management;

3.2.5 Support the Office of University Development on matters relating to University fund-raising activities.

3.3 OLLI shall procure and continue in effect and be covered by a comprehensive general liability insurance policy, including but not limited to, a professional liability, libel, and slander endorsement(s) and a non-owned and hired vehicle liability policy (if applicable), each with \$1,000,000 coverage per occurrence and a \$2,000,000 umbrella. These policies shall name George Mason University, the Commonwealth of Virginia, their employees and agents, as Additional Insureds. OLLI agrees to keep Mason advised of any material changes in this policy and to provide Mason with a copy of the Additional Insured endorsement of the policy. In locations where it is required, Workers Compensation coverage shall also be maintained. OLLI shall, at Mason's request, furnish Mason with insurance certificates indicating such coverage.

3.4 OLLI shall continue to encourage its members to respond favorably to Mason requests for assistance, including teaching, educational support, studies and other activities, and shall circulate such requests to its members for these purposes. It is understood that such assistance to and participation in Mason programs is voluntary on

the part of individual OLLI members and not rendered in expectation of remuneration or honoraria.

3.5 To facilitate cooperation, liaison and the exchange of information between OLLI and Mason, OLLI shall welcome the attendance and participation of a designated Mason representative at OLLI open meetings, such as its Board of Directors and Annual Membership meetings. To this end, OLLI will provide notice of such meetings to the designated Mason representative at the same time such notices are sent to OLLI members and shall allow the representative's full participation in open meetings on a non-voting basis.

3.6 To the extent provided by the laws of the Commonwealth of Virginia, Mason shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing harm to persons not a party to this Agreement. OLLI agrees that it shall be responsible for the ordinary negligent acts or omissions of its agents and employees causing injury to persons not a party to this Agreement.

3.7 OLLI agrees that Mason, the Commonwealth of Virginia, and their officers, employees, agents, and the faculty and students participating in this Agreement are not liable for any monetary damages for any failure to provide any services specified or described in this Agreement, provided, however, that OLLI retains the right to seek specific performance or similar equitable remedies as allowed in the Commonwealth of Virginia to enforce the terms of this Agreement.

3.8 OLLI and Mason shall comply with all applicable laws and regulations of the Commonwealth of Virginia and Mason.

#### **4.0**

#### **JOINT UNDERTAKINGS**

4.1 Mason and OLLI shall publicize their affiliation appropriately in their respective print and electronic media.

4.2 Mason and OLLI shall cooperate to promote their individual and joint interests, including but not limited to the following:

4.2.1 OLLI shall lend its official support and encourage its members to support the educational and financial objectives, policies and goals of Mason before national, state and local government bodies, consistent with its non-profit status. To this end, OLLI shall welcome advice and suggestions from Mason identifying current and anticipated issues where OLLI's official and individual member support would be welcome.

4.2.2 To the extent allowed by law, Mason shall lend its official support and encourage its staff and faculty to support the educational and financial objectives, policies and goals of OLLI before corporate and government bodies and with

private individuals. To this end, Mason shall welcome advice and suggestions from OLLI identifying current and anticipated issues where Mason's support would be welcome.

4.3 To facilitate cooperation, liaison and the exchange of information between OLLI and Mason, senior officials of Mason and OLLI shall meet on an as needed basis, but at least annually, to review and discuss matters of mutual interest.

## **5.0 GENERAL**

5.1 Notice. Any notice required by this Agreement shall be in writing and shall be deemed given when sent, postage prepaid, through the United States Postal Service by certified mail, return receipt, or when sent by nationally recognized overnight delivery service, or personally served upon the appropriate party.

For Mason:

Renate Guilford  
Associate Provost, Enrollment Planning & Administration  
George Mason University  
4400 University Drive, MSN 3A2  
Fairfax, Virginia 22030

with a copy to:

Office of University Counsel  
George Mason University  
4400 University Drive, MSN 2A3  
Fairfax, Virginia 22030

For OLLI:

OSHER LIFELONG LEARNING INSTITUTE  
Attn: Executive Director  
4210 Roberts Road  
Fairfax, Virginia 22032

5.2 Applicable Law; Venue. This Agreement shall be construed, governed and interpreted by and in accordance with the laws of the Commonwealth of Virginia. Any litigation with respect to this Agreement shall be brought before a court of competent jurisdiction in the Commonwealth of Virginia. OLLI agrees that it shall at all times comply with all applicable federal and state laws and regulations. Applicable regulations may include but are not limited to information technology security policies published by the Virginia Information Technology Agency, including:

Information Technology Security Policy (SEC500-02)  
Information Technology Security Standard (SEC501-01)  
Information Technology Security Audit Standard (SEC502-00).

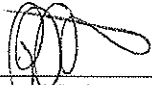
- 5.3 Severability. Should any portion of this Agreement be declared invalid or unenforceable for any reason, such portion is deemed severable from the Agreement and the remainder of this Agreement shall remain fully valid and enforceable.
- 5.4 Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to the subject matter herein and supersedes all prior oral or written Agreement with respect to the subject matter herein. This Agreement can be modified or amended only by a writing signed by all of the Parties.
- 5.5 Independent Contractors. The relationship of the Parties to each other is solely that of independent contractors. No party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. Mason does not sponsor, endorse, or make any express or implied warranties for OLLI.
- 5.6 Waiver. The failure of a party to enforce any provision in this Agreement shall not be deemed a waiver of such right.
- 5.7 Assignment. Neither party shall assign or otherwise transfer its rights or delegate its obligations under this Agreement without the prior written consent of the other Party. Any attempted assignment, transfer or delegation without such consent shall be void. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their successors and assigns.
- 5.8 Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.
- 5.9 Publicity. Except as specifically provided for herein, OLLI shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, pictures or other representation of Mason or its employees except on the specific written authorization in advance by Mason. All requests for authorization must be received in writing by Mason no later than ten (10) days in advance of the use date.
- 5.10 Use of Trademarks. OLLI shall not use the name or any trademark of Mason without prior written permission of Mason, no less than 10 days in advance of such use.
- 5.11 Image. OLLI shall not take any action or inaction, which may be detrimental to the image or reputation of Mason.


- 5.12 Nondiscrimination. Both parties to this Agreement agree not to discriminate on any basis prohibited by Mason's non-discrimination policy.
- 5.13 Force Majeure. Neither Party shall be responsible for any delay or failure in performance resulting from any cause beyond its control, including, without limitation, war, terrorism, strikes, civil disturbances, and acts of God.
- 5.14 Authorized Signatures. The signatory for each Party certifies that he or she is an authorized agent to sign on behalf such Party.
- 5.15 Conflicts of Interest. No employee of Mason may receive compensation from OLLI unless authorized by Mason in writing.
- 5.16 Third-Party Beneficiaries. No third party is entitled to rely on any of the representations, warranties and agreements of the Parties contained in this Agreement. No Party assumes any liability to any third party because of any reliance on the representations, warranties and agreements of the Parties contained in this Agreement.
- 5.17 Indemnification. Olli shall indemnify and hold harmless Mason, the Commonwealth of Virginia, and their officers, employees and agents, from any claim, damage, liability, injury, expense, or loss, including defense costs and attorney's fees, arising from activities under this Agreement. Mason shall promptly notify OLLI of any claim or action brought against Mason in connection with this Agreement.

IN WITNESS THEREOF, George Mason University and the Osher Lifelong Learning Institute at George Mason University have caused this Agreement to be executed by their duly authorized representatives.

**George Mason University:**

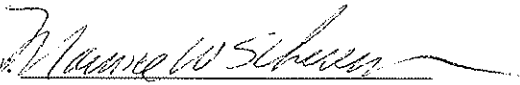
**Osher Lifelong Learning Institute:**

By:   
 \_\_\_\_\_  
 Peter N. Stearns  
 Provost

By:   
 \_\_\_\_\_  
 Name: Thom Clement  
 Title: Executive Director

Date: 8-6-12

Date: 7/23/12

By:   
 \_\_\_\_\_  
 Maurice W. Scherrens  
 Senior Vice President

Date: 8/1/12

**ADDENDUM 1**  
**All Mason Card Privileges\* for Affiliate**  
**Osher Lifelong Learning Institute at George Mason University**

**Book Store**

Receive a 10% discount on most merchandise with Mason ID card. Exclusions include, magazines, newspapers and convenience items or as designated.

**Dining Services**

Discounts vary and require Mason ID card

**Recreation Facilities at the Fairfax Campus**

Annual membership discount (employee rate) available with Mason ID card (currently \$250)

OLLI members receive a parking pass with their membership. This offer does not extend to faculty, staff, administration or other affiliates.

**Johnson Center Cinema**

Discount available with Mason ID card (\$1 fee for movies).

**Library**

Borrow up to ten books at one time for a three-week loan period with one online renewal.

OLLI faculty may borrow up to six media items at one time for a loan period of one week.

Request that items held at other Mason campuses be delivered to the library at their preferred campus location, with the exception of the Law School Library, which is not included.

**Apple Federal Credit Union**

Entitled to join as a member of the Credit Union  
Same benefits as all Apple Credit Union members

**Patriot Center**

Discounts vary per event and require Mason ID card

**Freedom Center**

15% discount off of regular annual membership rates

**Performing Arts Center**

Discounts are offered, but not to all events  
Discounts vary with performance and require Mason ID card

**CUE Bus**

CUE Bus rides for free with show of Mason ID

**\*All privileges subject to change**

Revised- July 23, 2012